

Fox Chapel Area School District

Combined Agenda Study Session  
and Regular Business Meeting

April 7, 2026

Additional School Bus Drivers – 2025-2026 School Year



Fox Chapel Area School District

Combined Agenda Study Session  
and Regular Business Meeting

April 7, 2026

Change Order – Hartwood Elementary School HVAC Project

**CHANGE ORDER**

SUBSTITUTE TO  
AIA DOCUMENT G701

- OWNER
- FACILITIES
- ARCHITECT
- CONTRACTOR
- FIELD
- PROJECT MANAGER

PROJECT:  
Fox Chapel Area School District  
HVAC Upgrades at Hartwood ES  
3730 Saxonburg Boulevard  
Pittsburgh PA 15238-

CHANGE ORDER NUMBER: HC-007

DATE: April 7, 2026

PROJECT NUMBER: 23003

CONTRACT DATE: June 11, 2024

CONTRACT FOR: HVAC Construction

TO CONTRACTOR:  
Wayne Crouse, Inc.  
3370 Stafford Street  
Pittsburgh PA 15204-

The Contract is changed as follows:

- Credit associated with reductions to the contract scope implemented during construction, including the following items:
- 1) Reduction in the scope of ductwork pressure testing during construction
  - 2) Removal of work associated with four (4) electric unit heaters originally scheduled for removal in the gang restrooms.
  - 3) Credit for providing flexible duct connections in lieu of hard duct elbows at supply diffuser.
  - 4) Credit for removal of the HVAC contractor's scope to patch existing walls following ductwork demolition. This work was performed by the General Contractor under their contract scope.

Not valid until signed by the Owner, Architect, Contractor and Construction Manager

The original Contract Sum was.....	\$4,520,000.00
Net Change by previously authorized Change Orders.....	\$242,696.66
The Contract Sum prior to this Change Order was.....	\$4,762,696.66
The Contract Sum will be <b>Decreased</b> by this Change Order in the Amount of.....	(\$3,899.22)
The new Contract Sum including this Change Order will be.....	\$4,758,797.44
The Contract Time will be <b>Changed</b> .....	<b>0</b>

The date of Substantial Completion as of the date of this Change Order therefore is.....

NOTE: This summary does not reflect changed in the Contract Sum, Contract Time, or Guaranteed Maximum Price which have been authorized by Construction Change Directive.

Thomas & Williamson  
Construction Manager  
3270 Babcock Boulevard  
Pittsburgh PA 15237

Fox Chapel Area School District  
Owner  
611 Field Club Road  
Pittsburgh PA 15328

BY 

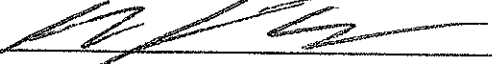
BY \_\_\_\_\_

Date March 18, 2026

Date \_\_\_\_\_

Wayne Crouse, Inc.  
HVAC Construction  
3370 Stafford Street  
Pittsburgh PA 15204

H.F. Lenz Engineering  
MEP Engineer  
322 State Street  
Conneaut OH 44030

BY 

BY 

Date 3/18/2026

Date 03/18/2026

Fox Chapel Area School District

Combined Agenda Study Session  
and Regular Business Meeting

April 7, 2026

Finance Report – February 2026

**Fund 10 Financial Report for the Month of:  
February, 2026**

**FISCAL YEAR 2025-2026**

<b>REVENUES</b>	<b>ORIGINAL BUDGET</b>	<b>ADJUSTED BUDGET</b>	<b>Budget Change</b>	<b>CURRENT MONTH RECEIPTS*</b>	<b>FISCAL YEAR TO DATE**</b>
Balance Sheet Receipts				\$ 10,000,000.00	
1000 - Instruction				\$ 100,920.02	
2000 - Support Services				\$ 8,934.69	
3000 - Non-Instructional				\$ 25,185.72	
4000 - Facilities				\$ 4,475.60	
5000 - Other Financing Uses				\$ -	
Total Expenditure Contras				\$ -	
6000-Local Revenue -	\$ 94,503,838	\$ 94,522,824	\$ 18,986.25	\$ -	\$ 86,972,617.76
7000-State Revenue -	\$ 25,091,207	\$ 25,308,039	\$ 216,832.41	\$ 29,661.32	\$ 17,217,989.13
8000-Federal Revenue -	\$ 1,027,794	\$ 1,027,794	\$ -	\$ 1,679,421.08	\$ 247,372.24
9000-Other Financing Sources -	\$ 60,000	\$ 60,000	\$ -	\$ 1,372,580.07	\$ 112,254.25
Unassigned FB/Reserve	\$ 1,500,000	\$ 1,500,000	\$ -		
<b>TOTAL REVENUES/RECEIPTS</b>	<b>\$ 122,182,839</b>	<b>\$ 122,418,658</b>	<b>\$ 235,819</b>	<b>\$ 13,081,662.47</b>	<b>\$ 104,550,233.38</b>
<b>EXPENDITURES</b>	<b>ORIGINAL BUDGET</b>	<b>ADJUSTED BUDGET</b>	<b>Budget Change</b>	<b>CURRENT MONTH DISBURSEMENTS*</b>	<b>FISCAL YEAR TO DATE**</b>
Balance Sheet				\$ 21,891,880.15	
1000-Instruction -	\$ 72,822,450	\$ 72,828,886	\$ 6,436.25		\$ 67,172,574.72
2000-Support Services -	\$ 35,754,537	\$ 35,975,919	\$ 221,382.41	\$ 5,557,583.75	\$ 29,861,718.28
3000-NonInstructional Services -	\$ 3,332,003	\$ 3,340,003	\$ 8,000.00	\$ 568,393.42	\$ 2,965,716.21
4000-Facilities (Buildings/Sites) -	\$ 1,962,029	\$ 1,962,029	\$ -	\$ 496,921.93	\$ 482,737.39
5000-Other Financing Uses -	\$ 7,817,902	\$ 7,817,902	\$ -	\$ 69,178.64	\$ 7,614,524.69
6000-Local Revenue -				\$ 34,184.50	
7000-State Revenue -				\$ 28,115.88	
8000-Federal Revenue -				\$ -	
9000-Other Financing Sources -				\$ -	
Budgetary Reserve	\$ 1,500,000	\$ 1,500,000	\$ -	\$ -	
<b>TOTAL DISBURSEMENTS</b>	<b>\$ 123,188,921</b>	<b>\$ 123,424,740</b>	<b>\$ 235,819</b>	<b>\$ 28,646,258.27</b>	<b>\$ 108,097,271.29</b>
Net Change	<b>-\$ 1,006,082</b>	<b>-\$ 1,006,082</b>	<b>\$ 0</b>	<b>\$ 28,646,258.27</b>	<b>as of 3.12.26</b>
			<b>Net Change</b>	<b>-\$ 15,564,595.80</b>	
*Current Month Receipts & Disbursements reflect actual money taken in or paid out during the month. They may not necessarily be attributed to the current fiscal year.					
** Fiscal Year to Date totals reflect actual allocations for current Fiscal Year, including all adjusting entries. Expenditures include encumbrances.					

**Fund 10 Bank Reconciliation for the Month of:  
February, 2026**

							INVESTMENT ACCOUNTS			
		FNB - GENERAL	FNB - TAX	FNB - ATHLETIC	PSDLAF MAX	FNB - MM	PSDLAF - INVESTMENTS	PLGIT	INVEST	
<b>STARTING BANK BALANCE:</b>										
	<b>TOTAL G/L Cash Acct</b>									
Starting Cash Balance	\$37,064,912.48	\$1,800,000.00	\$5,851,355.21	\$11,074.76	\$29,402,482.51	\$15,541,861.09	\$7,507,225.47	\$8,847,245.76	\$529,059.44	
Sweep Balance	\$1,866,045.57	\$1,866,045.57								
<b>Total Starting Cash Balance</b>	<b>\$38,930,958.05</b>	<b>\$3,666,045.57</b>	<b>\$5,851,355.21</b>	<b>\$11,074.76</b>	<b>\$29,402,482.51</b>	<b>\$15,541,861.09</b>	<b>\$7,507,225.47</b>	<b>\$8,847,245.76</b>	<b>\$529,059.44</b>	
Outstanding Checks	\$291,089.20	\$291,089.20								
Outstanding Payroll		\$7,592.62								
<b>TOTAL</b>	<b>\$38,639,868.85</b>	<b>\$3,374,956.37</b>	<b>\$5,851,355.21</b>	<b>\$11,074.76</b>	<b>\$29,402,482.51</b>	<b>\$15,541,861.09</b>	<b>\$7,507,225.47</b>	<b>\$8,847,245.76</b>	<b>\$529,059.44</b>	
<b>STARTING BALANCE SHEET:</b>										
Starting B/S Balance	\$38,628,993.00	\$3,364,080.57	\$5,851,355.21	\$11,074.76	\$29,402,482.46	\$15,541,861.10	\$7,507,225.47	\$8,847,245.76	\$529,059.44	
Outstanding Payroll Checks	\$7,592.62	\$7,592.62								
<b>TOTAL ADJUSTED STARTING BALANCE SHEET</b>	<b>\$38,636,585.62</b>	<b>\$3,371,673.19</b>	<b>\$5,851,355.21</b>	<b>\$11,074.76</b>	<b>\$29,402,482.46</b>	<b>\$15,541,861.10</b>	<b>\$7,507,225.47</b>	<b>\$8,847,245.76</b>	<b>\$529,059.44</b>	
<b>(BANK)DEPOSITS/ADDITIONS:</b>										
Investment /Redemption	\$2,529,000.00				\$2,529,000.00	\$0.00	\$0.00	\$0.00	\$0.00	
Fund 10 Bank Transfers	\$10,000,000.00	\$10,000,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
Intrafund Transfers	\$100,920.02	\$0.00	\$0.00	\$0.00	\$100,920.02	\$0.00	\$0.00	\$0.00	\$0.00	
Deposits	\$3,018,620.82	\$291,917.71	\$1,286,491.80	\$391.50	\$1,439,819.81	\$0.00	\$0.00	\$0.00	\$0.00	
Interest/Dividends	\$176,813.33	\$4,285.69	\$3,868.77	\$6.48	\$79,439.05	\$34,344.58	\$29,374.18	\$23,961.34	\$1,533.24	
<b>TOTAL ADDITIONS</b>	<b>\$15,825,354.17</b>	<b>\$10,296,203.40</b>	<b>\$1,290,360.57</b>	<b>\$397.98</b>	<b>\$4,149,178.88</b>	<b>\$34,344.58</b>	<b>\$29,374.18</b>	<b>\$23,961.34</b>	<b>\$1,533.24</b>	
<b>(G/L)CURRENT REVENUES/RECEIPTS:</b>										
Investment /Redemption					\$2,529,000.00	\$0.00	\$0.00	\$0.00	\$0.00	
Fund 10 Bank Transfers	\$10,000,000.00	\$10,000,000.00	\$0.00	\$0.00	\$0.00	\$0.00		\$0.00	\$0.00	
Intrafund Transfers	\$100,920.02	\$0.00	\$0.00	\$0.00	\$100,920.02			\$0.00		
Balance Sheet Receipts	\$8,934.69	\$8,934.69	\$0.00	\$0.00	\$0.00			\$0.00		
1000 - Instruction	\$25,185.72	\$25,185.72	\$0.00	\$0.00	\$0.00					
2000 - Support Services	\$4,475.60	\$4,475.60	\$0.00	\$0.00	\$0.00					
3000 - Non-Instructional	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00					
4000 - Facilities	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00					
5000 - Other Financing Uses	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00					
Total Expenditure Contras	\$29,661.32	\$29,661.32	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
6000-Local Revenue -	\$1,679,421.08	\$220,010.14	\$1,290,360.57	\$397.98	\$79,439.05	\$34,344.58	\$29,374.18	\$23,961.34	\$1,533.24	
7000-State Revenue -	\$1,372,580.07	\$20,000.00	\$0.00	\$0.00	\$1,352,580.07	\$0.00				
8000-Federal Revenue -	\$87,239.74	\$0.00	\$0.00	\$0.00	\$87,239.74	\$0.00				
9000-Other Financing Sources -	\$17,597.25	\$17,597.25	\$0.00	\$0.00	\$0.00	\$0.00				
<b>TOTAL REVENUES/RECEIPTS</b>	<b>\$13,195,434.15</b>	<b>\$10,296,203.40</b>	<b>\$1,290,360.57</b>	<b>\$397.98</b>	<b>\$4,149,178.88</b>	<b>\$34,344.58</b>	<b>\$29,374.18</b>	<b>\$23,961.34</b>	<b>\$1,533.24</b>	
<b>TOTAL REVENUES FOR DISBURSEMENT</b>	<b>\$3,195,434.15</b>	<b>\$296,203.40</b>	<b>\$1,290,360.57</b>	<b>\$397.98</b>	<b>\$1,519,258.86</b>	<b>\$34,344.58</b>	<b>\$29,374.18</b>	<b>\$23,961.34</b>	<b>\$1,533.24</b>	
Difference	\$0.00	\$0.00	\$0.00	\$0.00	-\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
<b>DEDUCTIONS:</b>										
A/P Checks Written	\$1,491,470.94	\$1,491,470.94								
A/P Checks Voided	\$339,102.53	\$339,102.53								
<b>TOTAL A/P CHECKS</b>	<b>\$1,152,368.41</b>	<b>\$1,152,368.41</b>								
Wire Transfers	\$2,982,719.27	\$1,816,136.36	\$0.00	\$0.00	\$1,166,582.91	\$0.00		\$0.00		
Net Salaries	\$2,619,150.21	\$2,619,150.21								
Returned Item	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
Bank Fees	\$140.23	\$0.00	\$30.13	\$110.10	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
Intrafund Transfers	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
<b>TOTAL A/P FOR DISBURSEMENT</b>	<b>\$6,754,378.12</b>	<b>\$5,587,654.98</b>	<b>\$30.13</b>	<b>\$110.10</b>	<b>\$1,166,582.91</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	
Journal Entry Reclass	\$0.00	\$0.00								
Investment Purchase	\$2,529,000.00				\$0.00	\$0.00	\$2,529,000.00	\$0.00	\$0.00	
Direct Deposit ACH	\$2,608,502.03	\$2,608,502.03								
Returned Payroll	\$0.00	\$0.00								
Fund 10 Bank Transfers	\$10,000,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$10,000,000.00	\$0.00	\$0.00	\$0.00	
<b>Total Deductions for Ledger</b>	<b>\$21,891,880.15</b>	<b>\$5,577,006.80</b>	<b>\$30.13</b>	<b>\$110.10</b>	<b>\$1,166,582.91</b>	<b>\$10,000,000.00</b>	<b>\$2,529,000.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	
<b>CURRENT DISBURSEMENTS:</b>										
Balance Sheet Accounts -	\$5,557,583.75	\$4,391,000.84	\$0.00	\$0.00	\$1,166,582.91	\$0.00	\$0.00	\$0.00	\$0.00	
1000-Instruction -	\$568,393.42	\$568,393.42	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
2000-Support Services -	\$496,921.93	\$496,891.80	\$30.13	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
3000-NonInstructional Services -	\$69,178.64	\$69,068.54	\$0.00	\$110.10	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
4000-Facilities (Buildings/Sites) -	\$34,184.50	\$34,184.50	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
5000-Other Financing Uses -	\$28,115.88	\$28,115.88	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
6000-Local Revenue -	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
7000-State Revenue -	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
8000-Federal Revenue -	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
9000-Other Financing Sources -	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
<b>TOTAL DISBURSEMENTS</b>	<b>\$6,754,378.12</b>	<b>\$5,587,654.98</b>	<b>\$30.13</b>	<b>\$110.10</b>	<b>\$1,166,582.91</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	

	<i>Difference</i>									
<b>ADJUSTMENTS</b>		<i>-\$0.00</i>	<i>-\$0.00</i>	<i>\$0.00</i>	<i>\$0.00</i>	<i>\$0.00</i>	<i>\$0.00</i>	<i>\$0.00</i>	<i>\$0.00</i>	<i>\$0.00</i>
Prior Month Voids		\$4,521.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Bank Adjustments		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Returned Items		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
<b>CLEARED CHECKS</b>										
Payroll Checks		\$7,506.18								
Sungard System		\$1,270,846.17		\$0.00						
<b>TOTAL CLEARED CHECKS</b>		<b>\$1,278,352.35</b>	<b>\$0.00</b>	<b>\$0.00</b>						
Direct Deposit ACH		\$2,608,502.03								
Wire Transfers		\$1,816,136.36	\$30.13	\$110.10	\$1,166,582.91	\$10,000,000.00	\$2,529,000.00	\$0.00	\$0.00	\$0.00
<b>TOTAL CLEARED TRANSACTIONS</b>		<b>\$5,707,511.74</b>	<b>\$30.13</b>	<b>\$110.10</b>	<b>\$1,166,582.91</b>	<b>\$10,000,000.00</b>	<b>\$2,529,000.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>
<b>GENERAL LEDGER BALANCE</b>										
<b>(Cash Acct)</b>	<b>\$47,618,559.89</b>	\$8,080,433.17	\$7,141,685.65	\$11,362.64	\$32,385,078.43	\$5,576,205.68	\$5,007,599.65	\$8,871,207.10	\$530,592.68	

FUND 10 Revenues 2/1/26-2/28/26

Budget Unit	Budget Unit Title	Account Code	Account Title	Transaction Amount
10	GENERAL FUND	0155.000	OTH RECOVER DISBURSE	\$1,712.12
10	GENERAL FUND	0155.000	OTH RECOVER DISBURSE	\$283.16
10	GENERAL FUND	0155.000	OTH RECOVER DISBURSE	\$236.66
10	GENERAL FUND	0155.000	OTH RECOVER DISBURSE	\$3,984.68
10	GENERAL FUND	0155.000	OTH RECOVER DISBURSE	\$39.10
10	GENERAL FUND	0155.000	OTH RECOVER DISBURSE	\$1,038.53
10	GENERAL FUND	0155.000	OTH RECOVER DISBURSE	\$412.13
10	GENERAL FUND	0155.000	OTH RECOVER DISBURSE	\$357.38
10	GENERAL FUND	0462.007	DENTAL INS PAYABLE	\$99.36
10	GENERAL FUND	0462.007	DENTAL INS PAYABLE	\$58.71
10	GENERAL FUND	0462.007	DENTAL INS PAYABLE	\$58.71
10	GENERAL FUND	0462.014	HEALTH INSURANCE	\$311.99
10	GENERAL FUND	0462.014	HEALTH INSURANCE	\$311.99
10	GENERAL FUND	0462.032	VISION INS PAYABLE	\$19.59
10	GENERAL FUND	0462.032	VISION INS PAYABLE	\$5.29
10	GENERAL FUND	0462.032	VISION INS PAYABLE	\$5.29
<b>Subtotal</b>				<b>\$8,934.69</b>
<b>Act 511 Taxes</b>				
1000000000000000	REV	R6143	LOCAL SERVICES TAX (LST)	\$7,169.23
1000000150000000	REV-OHARA	R6143	LOCAL SERVICES TAX (LST)	\$9,470.70
1000000000000000	REV	R6151	EARNED INCOME TAX (EIT)	\$1,040,032.55
1000000000000000	REV	R6153	REAL ESTATE TRANSFER TAX	\$68,095.53
<b>Subtotal</b>				<b>\$1,124,768.01</b>
<b>Real Estate Taxes</b>				
1000000000000000	REV	R6411	DELINQ REAL ESTATE TAXES	\$184,844.42
1000000000000000	REV	R6411	DELINQ REAL ESTATE TAXES	\$44,974.90
<b>Subtotal</b>				<b>\$229,819.32</b>
<b>Other Local Revenue</b>				
1000000000000000	REV	R6510	EARNINGS ON INVESTMENTS	\$6.48
1000000000000000	REV	R6510	EARNINGS ON INVESTMENTS	\$4,285.69
1000000000000000	REV	R6510	EARNINGS ON INVESTMENTS	\$3,868.77
1000000000000000	REV	R6510	EARNINGS ON INVESTMENTS	\$34,344.58
1000000000000000	REV	R6510	EARNINGS ON INVESTMENTS	\$29,374.18
1000000000000000	REV	R6510	EARNINGS ON INVESTMENTS	\$23,961.34
1000000000000000	REV	R6510	EARNINGS ON INVESTMENTS	\$79,439.05
1000000000000000	REV	R6710	ADMISSIONS	\$391.50
1000000000000000	REV	R6710	ADMISSIONS	\$4,604.00
1000000000000000	REV	R6740	FEES COLLECT FROM STUD	\$16.00
1000000000000000	REV	R6740	FEES COLLECT FROM STUD	\$250.00
1000000000000000	REV	R6740	FEES COLLECT FROM STUD	\$20.00
1000000000000000	REV	R6740	FEES COLLECT FROM STUD	\$5.95
1000000000000000	REV	R6740	FEES COLLECT FROM STUD	\$7,301.00
1000000000000260	REV-COMPU	R6740	FEES COLLECT FROM STUD	\$30.00
1000000000000260	REV-COMPU	R6740	FEES COLLECT FROM STUD	\$60.00
1000000000000260	REV-COMPU	R6740	FEES COLLECT FROM STUD	\$559.00
1000001033912000	REV-WPA-HS	R6740	FEES COLLECT FROM STUD	\$3,200.00
1000001033912000	REV-WPA-HS	R6740	FEES COLLECT FROM STUD	\$4,200.00
1000001033912000	REV-WPA-HS	R6740	FEES COLLECT FROM STUD	\$8,400.00
1000001033912000	REV-WPA-HS	R6740	FEES COLLECT FROM STUD	\$2,900.00
1000001033912000	REV-WPA-HS	R6740	FEES COLLECT FROM STUD	\$1,200.00
1000001033912000	REV-WPA-HS	R6740	FEES COLLECT FROM STUD	\$2,000.00
1000001501904000	REV-COLLC-OH	R6740	FEES COLLECT FROM STUD	\$635.00
1000001502910000	REV-COLLC-MS	R6740	FEES COLLECT FROM STUD	\$2,300.00
1000001502910000	REV-COLLC-MS	R6740	FEES COLLECT FROM STUD	\$330.00
1000001503912000	REV-COLLC-HS	R6740	FEES COLLECT FROM STUD	\$90.00
1000000003912241	REV-HS-CHDEV	R6920	DONATIONS	\$700.00
1000000003912241	REV-HS-CHDEV	R6920	DONATIONS	\$200.00

**FUND 10 Revenues 2/1/26-2/28/26**

Budget Unit	Budget Unit Title	Account Code	Account Title	Transaction Amount
1000001071907000	REV-GENRL-KR	R6920	DONATIONS	\$1,000.00
1000001201905000	REV-GRABLE-AGENCYBYDES-FV	R6920	DONATIONS	\$500.00
1000001201907000	REV-GRABLE-AGENCYBYDES-KR	R6920	DONATIONS	\$500.00
1000001430000000	REV-EDU LDRSHP ACDMY	R6962	SRVCS PROV TO PA LEAS	\$1,495.00
1000000000000000	REV	R6991	REFUND OF PRIOR YR EXP	\$50,069.76
1000000000000000	REV	R6991	REFUND OF PRIOR YR EXP	\$55,043.21
1000000000000000	REV	R6999	MISC REVENUE	\$20.00
<b>Subtotal</b>				<b>\$323,300.51</b>
<b>State Revenues</b>				
1000000000000000	REV	R7111	BASIC ED FORMULA	\$863,434.00
1000003910000000	REV-PHEAA GRANT	R7599	OTHER STATE GRANTS	\$20,000.00
1000000000000000	REV	R7810	REIMB SOC SEC & MEDICARE	\$489,146.07
<b>Subtotal</b>				<b>\$1,372,580.07</b>
<b>Federal Revenues</b>				
1000004110000000	REV-TITL1	R8514	TITLE I FUNDING	\$69,286.94
1000004210000000	REV-TITL2	R8515	TITLE II FUNDING	\$11,759.20
1000004310000000	REV-TITLE IV	R8517	TITLE IV FUNDING	\$5,224.26
1000008910000000	REV-ACCS	R8820	MEDICAID REIMB (CLAIMS)	\$969.34
<b>Subtotal</b>				<b>\$87,239.74</b>
<b>Other Financing Sources</b>				
1000001990000000	REV-TECH DEPT ACTIVITY	R9400	SALE OF FIXED ASSET	\$17,597.25
<b>Subtotal</b>				<b>\$17,597.25</b>
<b>Expenditure Accounts</b>				
1011100003912000	REG ED-HS	281	OPEB HEALTH	\$1,050.94
1011100003912000	REG ED-HS	281	OPEB HEALTH	\$1,523.71
1011100003912000	REG ED-HS	281	OPEB HEALTH	\$6,375.76
1011100003912000	REG ED-HS	281	OPEB HEALTH	\$1,244.65
1011100003912000	REG ED-HS	281	OPEB HEALTH	\$2,304.45
1011100003912000	REG ED-HS	281	OPEB HEALTH	\$2,160.41
1011100003912000	REG ED-HS	281	OPEB HEALTH	\$325.35
1011100003912000	REG ED-HS	281	OPEB HEALTH	\$4,947.23
1022804210000000	NPUB-TITLE2	329	PROF EDUCATIONAL SERVICES	\$4,000.00
1025110000000000	BUSINESS	329	PROF EDUCATIONAL SERVICES	\$36.00
1014200003912110	SUMMER-HS PROGRAM	513	CONTRACTED TRANSPORTATION	\$2,925.00
1011100001907000	REG ED-KR	562	TUITION-PA CHARTER SCHLS	\$1,938.22
1028340000000000	STF DV-N.INST CRT	580	TRAVEL	\$398.28
1011100003912000	REG ED-HS	610	GENERAL SUPPLIES	\$390.00
1023800003912000	PRINC SRV-HS	635	MEALS/REFRESHMENTS	\$41.32
<b>Subtotal</b>				<b>\$29,661.32</b>
<b>Total Revenues 2.2026</b>				<b>\$3,193,900.91</b>

Fox Chapel Area School District

Combined Agenda Study Session  
and Regular Business Meeting

April 7, 2026

Budget Transfers

SUNGARD\_K-12 EDUCATION  
 DATE: 03/25/2026  
 TIME: 13:52:40

PAGE NUMBER: 1  
 MODULE NUM: BUDAMD11

FOX CHAPEL AREA SCHOOL DISTRICT  
 PROPOSED BUDGET AMENDMENTS LISTING

SELECTION CRITERIA:

BUDGET UNIT	ACCOUNT	TITLE	DESCRIPTION	FROM AMOUNT	TO AMOUNT
CONTROL NUMBER: RM032526					
TRANSFER NUMBER: 2607					
1011100003912190	640	ENTERED BY: manzerry	PERIOD: 9 /26		
1032100003912510	513	REG ED-HS-SOCST BOOKS	MARCH BOARD BUDGET T	3890.00	.00
1014200003912110	329	STUD ACT-HS-ACTIV CONTRACTED TRANSPORTATION	TRANSFER TO TRANSPORT	.00	3890.00
1032100003912510	513	SUMMER-HS PROGRAM PROF EDUCATIONAL SERVICES	TRANSFER TO TRANSPORT	2864.00	.00
1026600000000000	635	STUD ACT-HS-ACTIV CONTRACTED TRANSPORTATION	TRANSFER TO TRANSPORT	.00	2864.00
1033000000000000	330	SECURITY MEALS/REFRESHMENTS	TRANSFER TO COM SERV	962.50	.00
1026600000000000	635	COMM SRV PROFESSIONAL SERVICES	TRANSFER TO COM SERV	.00	962.50
1033000000000000	610	SECURITY MEALS/REFRESHMENTS	TRANSFER TO COM SERV	9037.50	.00
1023800003912000	762	COMM SRV GENERAL SUPPLIES	TRANSFER TO COM SERV	.00	9037.50
1011100003912121	610	PRINC SRV-HS CAP REPLACE EQUIP	TRANSFER TO SUPPLIES	2325.00	.00
		REG ED-HS-MUSIC GENERAL SUPPLIES	TRANSFER TO SUPPLIES	.00	2325.00
TOTAL TRANSFER:				19079.00	19079.00

Fox Chapel Area School District

Combined Agenda Study Session  
and Regular Business Meeting

April 7, 2026

Zen Educate, Inc. – Agreement for Education Staffing Services

## **AGREEMENT FOR EDUCATION STAFFING SERVICES**

This Agreement For Education Staffing (this “Agreement”) is made on April 7, 2026, between Zen Educate Inc., a Delaware corporation, (hereafter referred to as the “Zen”) and Fox Chapel Area School District located at 611 Field Club Road, Pittsburgh, PA 15238 (hereafter referred to as the “District”).

### **RECITALS**

- A. Zen provides a service and online technology platform (or phone call/email/text message before the Platform is fully functional) (the “Platform”) through which individuals including teachers, teaching assistants, cover supervisors, exam invigilators, substitute teachers, paraprofessionals, special education paraprofessionals, educational assistants, teacher aides, lunchroom supervisors, and other positions required in schools (collectively, “education professionals”) can connect with schools, school districts, charter management organizations and colleges (collectively, “Districts”) and where Districts can post open positions (“Assignments”) for which Education Professionals are needed.
- B. Districts can use the Platform (or phone call/email/text message before the Platform is fully functional) to search for and evaluate Education Professionals and Education Professionals can post individual profiles and search for and evaluate District Assignments. Districts may offer an Assignment to Education Professionals via the Platform (or phone call/email/text message before the Platform is fully functional). Education Professionals are free to accept or reject an Assignment and can communicate their decision via the Platform (or phone call/ email/text message before the Platform is fully functional).
- C. When an Education Professional indicates via the Platform (or phone call/email/text message before the Platform is fully functional) his or her acceptance of an Assignment, the Education Professional will be assigned to the District as an employee of Zen and an assignment fee (the “Assignment Fee”) is payable to Zen by the District.
- D. A District may identify an Education Professional, introduced via the Platform (or phone call/email/text message before the Platform is fully functional), as a suitable candidate for a direct hire (“Direct Hire”) position. Where the District engages an Education Professional on a Direct Hire basis, an introduction fee (the “Temp-to-perm Fee”) is payable to Zen by the District.
- E. A “Temp-to-perm” Fee is also payable to Zen by a District in situations when an Education Professional who has worked at such District on an Assignment is subsequently hired directly by the District. This fee ranges from \$1,500 to \$4,500 based on the educator’s qualifications. The temp-to-perm fee reduces by \$25 for certified teachers and \$20 all other roles, for each day worked.
- F. The fees charged by Zen under this Agreement are sometimes referred to as “Charges”.

In consideration of the premises and the mutual undertakings hereunder, the parties agree as follows:

1. Prior to publicizing profiles of Education Professionals on the Platform and prior to supplying an Education Professional for an Assignment, Zen will carry out background checks required for individuals working in Districts and colleges. Zen will communicate relevant information to the relevant District prior to commencement of each relevant Assignment.
2. When posting an Assignment on the Platform, the District will provide details of:

- (a) the date on which the District requires the Education Professional to commence work and the duration, or likely duration, of the work.
  - (b) the position which the District seeks to fill, including the type of work the Education Professional in that position would be required to do, the location at which, and the hours during which, the Education Professional would be required to work, and any risk to health or safety known to the District and what steps the District has taken to prevent or control such risks;
  - (c) the experience, training, qualifications and any authorization which the District considers are necessary, or which are required by law, or by any professional body, for the Education Professional to possess in order to work in the position; and
  - (d) any expenses payable to the Education Professional.
3. An agreed upon Assignment Fee shall be paid by the District in respect of each day of an Assignment.
  4. The Temp-to-perm Fee shall range from \$1,500 to \$4,500 based on educator qualifications. This fee is payable when an Education Professional who has worked at a District on an Assignment is subsequently hired directly by the District or engaged through another staffing firm within twenty-four (24) weeks of the end of any of their Assignments with the District. This fee shall decrease by a fixed daily amount for each full day the Education Professional works at the District through Zen Educate, as specified in the Rate Card, until the fee is reduced to \$0.
  5. Should the Education Professional leave his or her Direct Hire position within the first ten (10) weeks and was not previously assigned to the District by Zen (i.e., no rebate will apply if the Education Professional was previously assigned to the District), then the District is entitled to a rebate (which is a percentage of Introduction Fee) depending on the period of employment.

The period of employment rebate structure (% of Introduction Fee due) is outlined below:

- (a) Up to 2 weeks 75%
  - (b) Up to 4 weeks 50%
  - (c) Up to 6 weeks 25%
6. All Charges are subject to any applicable taxes.
  7. If the District does not pay any Zen invoices when due, interest shall accrue on the unpaid balance at the rate of one and one-half percent (1-1/2) per month (or the highest rate permitted by law, if less) until paid in full. In addition, the District agrees to pay Zen's costs of collection, including its reasonable attorneys' fees and other professional fees (including expenses and court costs).
  8. The District or Zen may terminate an Assignment without prior notice, but Zen strongly discourages the early termination of Assignments unless exceptional circumstances occur. Education Professionals depend on predictable schedules and reliable income. Early termination of Assignments without sufficient warning or reason causes undue inconvenience and provides Education Professionals with no income protection. Accordingly, the District agrees to pay one day's Assignment Fee in respect of any confirmed Assignment canceled less than twenty-four (24) hours prior to the agreed commencement date, to enable payment to the Education Professional.
  9. The District undertakes to supervise the Education Professional sufficiently to ensure the District's satisfaction with the Education Professional's standards of work. If the District reasonably considers that the services of the Education Professional are unsatisfactory, the District may terminate the Assignment either by instructing the Education Professional to leave the Assignment immediately, or by directing

Zen to remove the Education Professional. Zen may, in its absolute discretion in such circumstances, reduce or cancel the Charges for the time worked by that Education Professional, provided that the District has notified Zen immediately that they have asked the Education Professional to leave the Assignment or the Assignment terminates:

- (a) within four (4) hours of the Education Professional commencing the Assignment where the Assignment is for more than seven (7) hours; or
- (b) within two (2) hours for Assignments of seven (7) hours or less.

10. During an Assignment, the District will confirm to Zen that the Education Professional has indeed worked on the Assignment but, in any case, it shall be assumed that the Education Professional has worked (and the District will be invoiced accordingly) unless the District immediately notifies Zen that no work has been carried out by the Education Professional on the day in question.
11. Zen shall invoice the District weekly in respect of all time worked on Assignments by all Education Professionals at that District during the preceding week and the District shall pay all invoices within thirty (30) business days of issuance.
12. Zen shall keep, and maintain for at least six (6) years following each Assignment, details of all Assignments and the Education Professionals working on them.
13. Pursuant to Pennsylvania law and the rules and regulations of the Pennsylvania department of Health, anyone who provides direct services to students must be tested prior to acceptance of an Assignment. Zen shall provide to the District documentation acceptable to the District evidencing that an acceptable TB test was administered within three months prior to the Assignment start date.
14. All persons offered for an Assignment must at all times to comply with all policies, rules, regulations and other such terms and conditions established by the Pennsylvania Department of Education, the Public School Code, or other laws regarding background checks, clearances, and child abuse recognition and reporting that may pertain to public school employees, including Act 34 Clearance, Act 151 Child Abuse Clearance, Act 114 Federal Criminal History check, and Act 126 Child Abuse Recognition and Reporting.
15. While Zen makes commercially reasonable efforts to ascertain the skill, integrity and reliability of the Education Professionals, and to provide the same in accordance with the details provided by the District, no liability is accepted by Zen for any loss, expense, damage or delay arising from any failure to provide any Education Professional for all or part of the Assignment or from the negligence, dishonesty, misconduct or lack of skill of the Education Professional, or if the Education Professional terminates the Assignment for any reason. For the avoidance of doubt, Zen does not exclude liability for death or personal injury arising from its own gross negligence or willful misconduct, or for any other loss which it is not permitted to exclude by law.
16. Education Professionals supplied by Zen are Zen's employees but are deemed to be under the supervision, direction and control of the District from the time they report to take up duties and for the duration of the Assignment. The District agrees to be responsible for all acts, errors or omissions of the Education Professional, whether willful, negligent or otherwise, as though the Education Professionals were on the payroll of the District.
17. The District will comply in all respects with all public health, safety and statutory provisions as are in force from time to time, including codes of practice and legal requirements to which the District is ordinarily subject in respect of the District's own staff (such as adequate liability insurance coverage).

18. Zen and the District agree that they will keep confidential all confidential information and take reasonable steps to ensure that their officers, employees and agents do not disclose confidential information except in the proper performance of their obligations under this Agreement.
19. Without prejudice to the generality of Section 18 above:
- (a) All information relating to an Education Professional posted on the Platform or otherwise provided by Zen to the District is confidential and is provided solely for the purpose of providing work-finding services to the District. Such information shall not be used by the District for any other purpose nor divulged to any third party, and the District undertakes to abide by the provisions of any applicable data protection legislation at all times in receiving and processing personal data.
  - (b) Zen undertakes to keep confidential all relevant terms and conditions of employment that the District discloses to Zen and not to use such information except for the purposes of this Agreement.
  - (c) Zen acknowledges that the School District is an agency subject to the Pennsylvania Right-to-Know Law, 65 P.S. §§ 67.101 et seq., and that this Agreement, records related to it, and records related to any contracted services provided by Zen may be deemed public records subject to production upon request.
20. Each Party shall indemnify, defend, and hold harmless the other Party, and its officers, employees, and agents, from and against any third-party claims, damages, liabilities, losses, and reasonable attorney's fees, to the extent caused by the negligence or willful misconduct of the indemnifying Party or its employees, agents, or contractors in connection with this Agreement. This indemnity shall not apply to the extent that such claims, damages, or losses result from the negligence or willful misconduct of the indemnified Party.
21. Zen accepts no liability for any inability to access or use the Platform caused by system downtime or by technical issues beyond Zen's control.
22. Zen reserves the right to restrict a District's access to the Platform, for example in cases of non-payment.
23. TO THE MAXIMUM EXTENT ALLOWABLE BY LAW, NEITHER PARTY SHALL BE LIABLE TO THE OTHER PARTY FOR ANY INDIRECT, PUNITIVE, SPECIAL, EXEMPLARY, INCIDENTAL OR CONSEQUENTIAL DAMAGES (INCLUDING LOST PROFITS, LOSS OF BUSINESS OPPORTUNITY OR LOSS OF GOODWILL), WHETHER BASED ON CONTRACT OR TORT (INCLUDING NEGLIGENCE), ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT, EVEN IF THE OFFENDING PARTY KNEW OR SHOULD HAVE KNOWN OR HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.
24. This Agreement and the Assignment details constitutes the entire agreement between the parties pertaining to its subject matter and supersedes all prior agreements and understandings of the parties pertaining to its subject matter.
25. No modification or amendment of this Agreement shall be binding unless executed in writing by authorized signatories of both parties.
26. Any provision of this Agreement that expressly or by implication is intended to come into or continue in force on or after the termination or expiration of this Agreement, shall remain in full force and effect after the termination or expiration of this Agreement.



## Fee Schedule 25/26 Fox Chapel School District

The following table outlines Zen Educate’s pricing for Fox Chapel School District. The school charge includes the educators pay rate and all applicable state and federal employer taxes and costs.

Zen Educate, Inc. is proud to provide a transparent, ethical pricing model that allows Districts to have insight into how much educators earn, and the margin that Zen Educate makes including employer costs. Zen Educate’s fee structure is as follows for a range of educator day rates.

### SpEd Aide rate

Pittsburgh SpEd Paraprofessional Rate		Pittsburgh HQ Para Rate	
Hourly Pay Rate	Hourly District Cost	Hourly Pay Rate	Hourly District Cost
\$17.00	\$24.11	\$21.00	\$29.85
\$18.00	\$25.30	\$22.00	\$31.03
\$19.00	\$26.48	\$23.00	\$32.21
\$20.00	\$27.66	\$24.00	\$33.40
\$21.00	\$28.85	\$25.00	\$34.58
\$22.00	\$30.03	\$26.00	\$35.76
\$23.00	\$31.21	\$27.00	\$36.95
\$24.00	\$32.40	\$28.00	\$38.13
\$25.00	\$33.58	\$29.00	\$39.31
\$26.00	\$34.76	\$30.00	\$40.50
\$27.00	\$35.95	\$31.00	\$41.68

HQ is defined as having any of the following qualification:

- 48+ College credits
- Pennsylvania PDE credentialing

The Introduction Fee (temp to perm) shall be \$4,500 for a Certified Teacher or \$3,500 for Non-Certified Teacher/Paraprofessional. This fee is payable when an educator who has worked at a School on an Assignment is subsequently hired directly by the School within twenty-four (24) weeks of the end of any of their Assignments with the School. This fee shall be reduced by



\$25 for certified teachers and \$20 for every full day any other educator works in the District via Zen Educate.

A supplementary charge of \$1/hour will apply if an aide is required to complete CPI training through Zen Educate. This includes any hours worked while the aide is undergoing training.

### **Supplementary Charges:**

The following supplementary charges apply based on selected billing terms:

- **Standard Billing Terms (Included):**
  - Weekly Invoice Frequency
  - 30-Day Pay Periods
- **Extended Billing Terms:**
  - Monthly Invoice Frequency: +\$1/hour to Zen Educate school charge
  - 45-Day Pay Periods: +\$1/hour to Zen Educate school charge

## **Zen Educate Inc Bank Details**

### **Payment should be made to :**

Name: Zen Educate Inc

Bank: Silicon Valley Bank

Routing 121140399

Account 3303653138

### **Checks should be mailed to:**

Address for check sent via USPS:

Zen Educate Inc.

PO BOX 18429

PALATINE IL 60055-8429

Fox Chapel Area School District

Combined Agenda Study Session  
and Regular Business Meeting

April 7, 2026

Allegheny Clinic – Behavioral Health Services Agreement  
Chill Pop-Up Event and Services

**BEHAVIORAL HEALTH SERVICES AGREEMENT  
CHILL POP-UP EVENT AND SERVICES  
NON-HOSPITAL; SCHOOL**

**THIS BEHAVIORAL HEALTH SERVICES AGREEMENT** (this “Agreement”) is made and entered effective as of the Effective Date (as defined below) by and between **Allegheny Clinic**, a Pennsylvania non-profit/non-stock corporation (“Provider”), and **Fox Chapel Area School District** (“Site Host”).

**RECITALS**

**WHEREAS**, Site Host engages with persons who would benefit from various behavioral health educational services, and Provider wishes to provide such services; and

**WHEREAS**, Site Host hereby contracts with the Provider to provide and Provider shall provide temporary, short-term educational services for those persons who are on site at Site Host and designated for participation (“**Participants**”), as further provided for herein.

**NOW, THEREFORE**, in consideration of the foregoing recitals and the mutual promises and conditions set forth herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Provider and Site Host, intending to be legally bound, agree as follows:

**ARTICLE I  
RECITALS**

1.1 **Recitals.** The recitals to this Amendment are hereby incorporated as if fully set forth below.

**ARTICLE II  
SERVICE TERM**

2.1 **Service Term.** The Services shall be provided at the time and location specified herein, which shall be during the period of time: July 9, 2026 through July 28, 2026, unless terminated sooner as provided herein (the “Term”).

**ARTICLE III  
DUTIES AND SERVICES**

3.1 **Services.** During the Term of this Agreement, Provider shall make available the personnel set forth on Exhibit A who shall respectively provide the Educational Services, as defined and as set forth on Exhibit B in compliance with applicable law, including, without limitation applicable standards of practice. The Educational Services shall be referred to herein as the “Services.” Notwithstanding anything contained herein to the contrary, the Provider may provide similar Services to other third parties.

Provider shall act at all times as an independent contractor hereunder, and nothing contained herein shall be construed to create the relationship of principal and agent, or employer and employee, between Provider and Site Host. Provider acknowledges and agrees that all individuals assigned to provide Services to Site Host are and shall at all times be employees of Provider, and shall not be entitled to participate in the employee benefit plans, including but not limited to medical, dental, vision or other insurance plans or other pension or retirement benefit plans, offered to employees of Site Host. Provider shall be solely

responsible for maintaining worker's compensation, unemployment compensation and any other similar insurance or benefits for or on behalf of its employees in full compliance with all applicable laws. Provider is solely liable for the acts and omissions of its employees, subcontractors, agents and/or suppliers. Provider does not have and will not have any express or apparent authority to bind Site Host in any manner whatsoever.

3.2 **Schedule; Location(s) for Services.** Except as otherwise set forth on Exhibit A, the schedule for providing such Services shall be mutually agreed upon by both Provider and Site Host, subject to such personnel's availability. Each personnel shall perform his/her duties at the locations set forth on Exhibit A.

3.3 **Use of Name.** Neither party shall have the right to use the other party's names, trademarks, service marks or trade dress in any manner without such other party's prior written approval.

3.4 **Compliance with Laws.** Each party shall perform its obligations pursuant to this Agreement in compliance with all applicable federal, state, and local laws, rules, regulations, and ordinances, and represents that it has obtained all licenses and permits required by law to engage in the activities necessary to perform its obligations to this Agreement. By entering into this Agreement, the parties specifically intend to comply with all applicable laws, rules, and regulations, including, but not limited to (i) the federal anti-kickback statute (42 U.S.C. § 1320a-7(b)) and the related safe harbor regulations; (ii) the False Claims Act (31 U.S.C. §§3729 et set); (iii) the Federal self-referral statute (42 U.S.C. §1395nn) and the related exceptions and implementing regulations (the "Stark Law"); and (iv) Eliminating Kickbacks in Recovery Act of 2018, 18 U.S.C. §220, and its related exceptions and implementing regulations ("EKRA"). Accordingly, no part of any consideration paid hereunder is made for the recommending or arranging for the referral of business of the ordering of items or services, nor are the payments intended to induce illegal referrals of business. The parties intend that the rate at all times reflects a fair market value and commercially reasonable rate for the Services. The rate has not been determined in a manner which takes into account the volume or value of referrals or business, if any that may otherwise be generated between the parties. The parties agree that it is not their intention to limit or reduce items or services to patients.

#### **ARTICLE IV FEE & FACILITIES**

4.1 **Fee Arrangement.** In consideration for the provision of the Educational Services provided to Participants. Site Host shall pay to Provider the amounts set forth on Exhibit A. The Fee shall be due and owing as set forth on Exhibit A.

4.2 **Facilities.** Site Host shall make arrangements for a designated room, with the ability to lock, for the Provider's exclusive use during the agreed upon on-site hours throughout the Term, as Provider reasonably determines to be appropriate for the provision of Provider's Services, per the description on Exhibit A.

**ARTICLE V  
INSURANCE & INDEMNIFICATION**

**5.1 Insurance.**

5.1.1. Provider shall maintain in full force and effect the following insurance policies during the Term of this Agreement and shall provide, if requested, an appropriate Certificate of Insurance evidencing the same prior to commencement of this Agreement to Site Host.

- (a) Commercial General Liability insurance with a combined bodily injury and property damage limit of \$1,000,000 for each occurrence/ \$2,000,000 annual aggregate.
- (b) Medical Malpractice Insurance with minimum limits of \$1,000,000 per occurrence and \$3,000,000 annual aggregate.
- (c) Workers compensation by statute.
- (d) Employers Liability with minimum limits of \$1,000,000.

Said policies of insurance shall be underwritten by an insurance company licensed to write such insurance in Pennsylvania and shall provide thirty (30) days prior written notice to Site Host of cancellation or any material change in coverage.

If any such liability policies are on a "claims made" basis, Provider shall agree to maintain such coverage in force for three (3) years following the termination or expiration of this Agreement or to purchase adequate "tail liability" insurance upon the termination or expiration of this Agreement.

5.1.2 Site Host shall maintain in full force and effect the following insurance policies during the Term of this Agreement and shall provide, if requested, an appropriate Certificate of Insurance evidencing the same prior to commencement of this Agreement to Provider.

- (a) Commercial General Liability insurance written on an occurrence basis, with a combined bodily injury and property damage limit of \$1,000,000 for each occurrence/ \$2,000,000 annual aggregate.
- (b) Workers compensation by statute.
- (c) Employers Liability with minimum limits of \$1,000,000.
- (d) Professional Liability or Errors and Omissions insurance of \$2,000,000 for each occurrence.
- (e) Cyber Liability insurance, including coverage for Network Security and Privacy Breach, in an amount not less than \$5,000,000 per claim.

Said policies of insurance shall be underwritten by an insurance company licensed to write such insurance in Pennsylvania and shall provide thirty (30) days prior written notice to Provider of cancellation or any material change in coverage.

If any such liability policies are on a "claims made" basis, Site Host shall agree to maintain such coverage in force for three (3) years following the termination or expiration of this Agreement or to purchase adequate "tail liability" insurance upon the termination or expiration of this Agreement.

5.2 **Indemnification.** Provider and Site Host shall each hold harmless, indemnify, and defend the other and the other's directors, officers, agents, members and employees against any and all third party claims, liability, causes of action, injuries and damages (including reasonable attorneys' fees) to the extent caused by the negligent acts or omission on the part of the indemnifying party or the indemnifying party's directors, officers, agents, members or employees. For purposes of indemnification, Site Host shall be responsible for the act and omissions of the Venue (as defined on Exhibit A), and the Venue's directors, officers, agents, members or employees.

## **ARTICLE VI TERMINATION**

6.1 **Termination.** This Agreement may be terminated at any time without cause by either party upon giving of at least ten (10) days prior written notice to the other party.

## **ARTICLE VII DISCLOSURE OF INFORMATION**

7.1 **Educational Services.** Provider and Site Host agree that all records (regardless of author) concerning Participants consulted, interviewed or assessed by Provider when providing Educational Services within the scope of this Agreement are completed on behalf of Site Host and shall belong to Site Host. Provider understands and agrees that when it is providing Educational Services under this Agreement, it is performing an institutional service for which Site Host could otherwise use its own employees and that Provider is under the direct control of Site Host with respect to the use and maintenance of Educational Services records. Provider agrees to hold all such records in accordance with the confidentiality, integrity and security requirements of the Family Educational Rights and Privacy Act of 1974, 20 U.S.C. §1232g, 34 C.F.R. Part 99 (FERPA). Such records may be used only for the purpose of consulting, interviewing, or assessing Participants under this Agreement and may not be disclosed to any third party (including the Student's parents) without Site Host's or Participant's written consent. Such records, however, may be disclosed to Site Host and its officials including administrators, nurses, teachers, and other personnel without the Participant's prior written consent. Upon termination or expiration of this Agreement, Provider shall return all originals and copies to Site Host within sixty (60) days; provided, however, that Site Host shall, subject to applicable law, make the same available to Provider at such times following termination or expiration hereof that Provider may require the same, including, without limitation, as necessary for litigation purposes. Site Host shall be required to maintain all such records as required by law.

7.2 **Confidentiality and Disclosure of Information.** Site Host recognizes and acknowledges that records, files, reports, protocols, policies, manuals, databases, processes, procedures, computer systems, materials and other information pertaining to services rendered by Provider under this Agreement, regardless of the form of that information (oral, written, electronic, physical, etc., collectively, "Confidential Information"), are proprietary and unique assets of Provider's business. The parties agree that as a condition of obtaining Services from Provider, Site Host shall maintain the confidentiality of the Confidential Information. No other right or license, whether expressed or implied, in the Confidential Information is granted to Site Host hereunder. Title to the Confidential Information will remain solely in the Provider. All use of Confidential Information by Site Host shall be for the assessment and furtherance

of the Chill Room by AHN, and any modifications and improvements thereof by Site Host shall be the sole property of the Provider. **Site Host shall not, during or after the Term of this Agreement, disclose such Confidential Information of Provider or trade secrets of Provider to any other firm, person, corporation, association or other entity for any reason or purpose whatsoever, or use such information for Site Host's own benefit, without the prior written consent of Provider, unless otherwise required to disclose such information in accordance with appropriate judicial process.** Without limiting the generality of the foregoing, Site Host acknowledges that this prohibition applies to all visitors and/or tours entering the Chill room space or inquiring about the Chill Program by AHN.

Specifically acknowledged and agreed by Site Host: \_\_\_\_\_

Except as otherwise required by law, both Provider and Site Host agree to hold in strictest confidence all of the terms and conditions set forth in this Agreement; provided, however, both parties may disclose the terms of this Agreement to their attorneys, accountants and other financial and legal advisors as reasonably necessary.

7.3 **Injunction.** Site Host acknowledges that the confidentiality restrictions contained in this Article VI are a reasonable and necessary protection of the legitimate trade secrets and business interests of Provider. In the event of any violation of these restrictions, Provider shall be entitled to preliminary and permanent injunctive relief, in addition to any other remedy available to Provider at law. Nothing contained in this Agreement shall be construed as prohibiting Provider from pursuing any other legal or equitable remedies available to Provider due to a violation of the restrictions set forth in this Article VI, including monetary damages and relief.

7.4 **Costs of Enforcement.** In the event a party is successful to any extent in enforcing the provisions of this Article VI, the breaching party shall reimburse the prevailing party for all reasonable costs (including but not limited to reasonable attorney's fees) incurred in the enforcement effort. Such reimbursement shall be in addition to such other relief as the court may award the prevailing party.

## ARTICLE VIII NOTICE

8.1 **Notice.** All notices required or permitted to be given under the terms of this Agreement shall be in writing, and shall be effective upon delivery if delivered to the addressee in person. Notices shall be effective three (3) business days after mailing if mailed by certified mail, postage prepaid, return receipt requested, or effective the next business day if delivered by overnight courier with charges prepaid, addressed as follows:

If to Provider: Allegheny Clinic  
4 Allegheny Center E  
Pittsburgh, PA 15212  
Attention: Psychiatry and Behavioral Health Institute

With a copy to: Allegheny Health Network  
120 Fifth Avenue  
Suite 2900  
Pittsburgh, PA 15222  
Attn: General Counsel

If to Site Host: Fox Chapel Area School District  
611 Field Club Road  
Pittsburgh, PA 15238  
Attention: Ashley Constantine, Ed.D.

or to such other address as either party shall designate in writing for notices to be given to him, her, or it in accordance with this Article.

## **ARTICLE IX MISCELLANEOUS**

9.1 **Recitals.** The recitals are true and correct and are incorporated in their entirety as part of this Agreement.

9.2 **Non-Discrimination.** Provider and Site Host shall assure that the Services provided pursuant to this Agreement are rendered without regard to race, sex, national origin, age, disability, or any other protected category under federal, state or local law.

9.3 **Severability.** If any provision of this Agreement shall be held invalid or unenforceable, the remainder of this Agreement shall nevertheless remain in full force and effect.

9.4 **Litigation.** Except as otherwise set forth herein above, in the event a dispute between the parties results in litigation or in an arbitration proceeding, then, except to the extent otherwise provided in this Agreement, each party shall be responsible for its, his, or her own attorneys' fees and all other costs of such action or proceeding.

9.5 **Assignment.** Provider may assign all of its rights and duties under this Agreement to any affiliate or to any entity that purchases all or substantially all of the operating assets of Provider, provided that any such assignment shall not abrogate any compensation of Site Host. Provider shall provide prior written notice to Site Host of such assignment. Site Host's consent to such assignment shall not be unreasonably withheld. Site Host may not assign its rights or duties hereunder without the prior written consent of Provider. Any such assignment by Site Host without the prior written consent of Provider shall be null and void. This Agreement may be otherwise assigned upon the written agreement of both parties.

9.6 **Governing Law and Venue.** This Agreement shall be governed by, and construed and enforced in accordance with, the laws of the Commonwealth of Pennsylvania. Any action or claim arising from, under, or pursuant to, this Agreement shall be brought in the courts, state or federal, located within Allegheny County, Pennsylvania, and the parties expressly waive the right to bring any legal action or claim in any other court. The parties consent to venue in any state or federal court within Allegheny County, Pennsylvania having jurisdiction.

9.7 **Waiver.** Any waiver by either party of a breach of any provision of this Agreement shall not operate or be construed as a waiver of any other provision and shall not be effective at all unless in writing. A waiver of any of the terms and conditions of this Agreement shall not be construed as a general waiver by either party, and such waiving party shall be free to reinstate any such term or condition, with or without notice to the other party.

9.8 **Entire Agreement/Amendment.** This Agreement contains the entire agreement between the parties. No change, addition, or amendment shall be valid unless by written agreement executed by both parties.

9.9 **Survival.** The provisions of this Agreement, including, but not limited to, Article IV and Articles VI, shall survive the termination or expiration of this Agreement.

9.10 **Expenses.** Each party to this Agreement shall pay its own costs and expenses in connection with the arrangement here contemplated.

9.11 **Changes in Law.** It is the intent of the parties that the terms of this Agreement be in strict compliance with applicable law, statutes, rules and regulations including, but not limited to, HIPAA, Medicare fraud and abuse, the legislation and regulations commonly known as Stark, and the private inurement, intermediate sanctions laws and regulations and other provisions of the Internal Revenue Code applicable to non-profit corporations, to the extent applicable to this Agreement. If in the opinion of either party's legal counsel, laws, regulations, interpretations or rulings raise questions regarding the enforceability of this Agreement, or if either party's legal counsel believes strict compliance with this Agreement would not be consistent with any applicable laws, statutes, rules or regulations, or if any authority commences regulatory or enforcement action, the parties shall renegotiate any terms of this Agreement to cure the terms to secure such strict compliance. In the event the parties, after exercising the utmost good faith, have been unable to renegotiate the terms of this Agreement within thirty (30) days from the date of notice of the problem, either party shall be entitled to immediately terminate this Agreement.

9.12 **Counterparts.** This Agreement may be executed simultaneously in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

9.13 **Binding Effect.** This Agreement shall not become effective or legally binding upon either party until signed by both Provider and Site Host.

[SIGNATURES APPEAR ON FOLLOWING PAGE]

**Schedule 1**

**IN WITNESS WHEREOF**, the parties have executed this Agreement as of the day and year first written above.

**Fox Chapel Area School District**

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

Name: Marybeth Dadd

Title: School Board President

**Allegheny Clinic**

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

Name: Bethany Casagrande, DO, MBA

Title: President

# Schedule 1

## EXHIBIT A

### Personnel

Four (4) AHN behavioral health employees as determined by Provider

### Schedule and Duties

#### Drop-in Services

- Pop-Up AHN Chill Room
  - A quiet, safe, relaxing space for participants to use when they are overwhelmed, stressed, or need to reset their mindset before/after an event.
    - The Pop-Up AHN Chill Room will include but not limited to:
      - Comfortable seating
      - Dim lighting
      - Relaxing white noise
      - Stress balls, fidgets, coloring books, drawing materials
      - Coping Skills worksheet/strategies
      - Staffed by two AHN Staff
- Preventative Materials/Handouts
  - Preventative materials/handouts will focus on:
    - Deep Breathing
    - Sports and Mindfulness
    - Coping with Failure/Not Winning
    - Positive Affirmations
    - Benefits of mindfulness
    - Schools that are affiliated with The Chill Project
    - Brochures on The Chill Project
    - Materials on Cai and Kate

#### Crisis response Services

- If and as mutually agreed, Provider shall make available a qualified AHN provider to provide crisis response services within their scope of practice

### Schedule

DATE	HOURS	LOCATION (VENUE)
Week 1 - July 9 and 10, 2026	8:30 am – 12:00 pm	Dorseyville Middle School
Week 2 – July 16 and 17, 2026		3732 Saxonburg Blvd.
Week 3 – July 23 and 24, 2026		Pittsburgh, PA 15238
Week 4 – July 27 and 28, 2026		

## Schedule 1

### Fees

<b>AHN Pop Up</b>	
Four (4) AHN behavioral health employees	\$6,160.00
Overhead/Vehicle/Mileage	\$3,000.00
Supplies / Equipment	\$3,000.00
Materials	Week 1 - \$252.63 Week 2 - \$148.72 Week 3 - \$140.47 Week 4 - \$126.93
<b>TOTAL EXPENSES:</b>	<b>\$12,828.75</b>

Fox Chapel Area School District

Combined Agenda Study Session  
and Regular Business Meeting

April 7, 2026

The Day School – Services Agreement

## SERVICES AGREEMENT

THIS AGREEMENT ("Agreement") is made this 12<sup>th</sup> day of February, 2026, by and between Fox Chapel Area School District , with offices located at 611 Field Club Road, Pittsburgh PA 15238(the "District"), and The Day School in Pittsburgh, a Pennsylvania non-profit corporation ("TDS").

### WITNESSETH:

WHEREAS, TDS currently provides educational and related services to students pursuant to approved alternative educational placements; and

WHEREAS, District requires educational and related alternative education placement services, (the "Services") for those persons enrolled as students of the District whose Individualized Education Plan ("IEP") currently provides for the provision of such alternative educational placements ("Students"); and

WHEREAS, District desires to obtain Services from TDS in accordance with the requirements of applicable Students' IEPs, and TDS desires to provide such services for District under the terms that this Agreement sets forth.

NOW, THEREFORE, in consideration of the forgoing and the mutual promises and covenants that this Agreement contains and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties, intending to be bound legally, agree as follows:

1. Term and Termination. The term of this Agreement shall commence as of July 1, 2026 and shall continue until June 30, 2027 unless terminated sooner as provided in Section 2 below (the "Initial Term"). Thereafter, the parties may agree to extend this Agreement for subsequent one-year periods (each, a "Renewal Term").

2. Termination; Resignation of Student.

(a) This Agreement may be terminated at any time without cause by either party upon giving of at least thirty (30) days prior written notice to the other party. In the event that either party defaults materially in the performance of any obligation under this Agreement and fails to cure such default within thirty (30) days following receipt of notice of the default from the other party as reasonably determined by the non-breaching party, the party not in default shall have the right to terminate this Agreement immediately. This Agreement further may be terminated immediately in the event that Student moves out of the District.

3. Services. TDS shall provide the Services set forth on Exhibit A for Students mutually agreed upon by the parties as required by each Student's IEP. TDS shall ensure that personnel assigned by TDS to provide the Services pursuant to this Agreement (a) possess all required background checks and clearances mandated by the Pennsylvania Department of Education, including, without limitation, clearances

required such as Act 34, Act 151, and Act 114, and that said background checks and clearances satisfy all requirements and/or polices and/or procedures of the District (b) have signed the Commonwealth of PA Sexual Misconduct/Abuse Disclosure Release (Pursuant to Act 168 of 2014) and (c) meet all other requirements under Pennsylvania law to provide Services to Student. TDS agrees to provide to District copies of all required clearances and other documentation for its agents and employees upon request.

4. Location and Facilities. Services shall be provided on site at TDS's facilities. TDS will provide designated facilities, equipped with such supplies and equipment (including, but not limited to, any equipment necessary for the provision of Services) as TDS reasonably determines to be appropriate for the provision of the Services.

5. Fees. In consideration for the provision of the Services hereunder, School shall pay to TDS in accordance with the fee schedule set forth on Exhibit A for the Services provided to Student(s) pursuant to and as required by each Student's IEP. TDS will submit an invoice to the District for all school days, beginning with the first date that a placement is held for the student. This placement date will be determined based on the date the signed agreement is returned. Payment will be made to TDS by District net thirty (30) days of receipt of TDS's invoice. Upon termination of this Agreement under Section 2, TDS shall discontinue Services and shall not incur any further fees without prior approval of District. District shall pay TDS for all Services performed prior to the effective date of such termination. TDS shall not bill any Student or such Student's parent or legal guardian for the provision of the Services. In the event that the Agreement is terminated under Section 2 and parent(s) invoke pendency, services shall continue until this issue is resolved and the District will continue to be billed on a monthly basis as set forth herein.

6. Representations and Warranties. Each party represents and warrants that it has and will have full power and authority to enter into and fully perform this Agreement, and that no agreement or understanding with any other person, firm or corporation exists or will exist that would interfere with the performance of their respective obligations under this Agreement.

7. Compliance with Laws. Each party shall perform its obligations pursuant to this Agreement in compliance with all applicable federal, state, and local laws, rules, regulations, and ordinances, and represents that it has obtained all licenses and permits required by law to engage in the activities necessary to perform its obligations to this Agreement.

8. Confidential Information. Both TDS and District acknowledge and agree that they may obtain or acquire access to certain Confidential Information of the other or of Student in connection with the performance of this Agreement. TDS and District each therefore acknowledge and agree that any Confidential Information received by them and/or their respective agents or employees will be treated in full confidence and will not be revealed or disclosed to any other persons, firms or organizations except in accordance with applicable laws. For purposes of this Agreement, "Confidential Information" shall mean all personnel records, financial information, Student's educational records and information, Student's IEP, and any other information or data identified by one party to the other in writing as confidential. TDS agrees to hold all

Student educational records and information and Student's IEP records in accordance with the confidentiality, integrity and security requirements of the Family Educational Rights and Privacy Act of 1974, 20 U.S.C. §1232g, 34 C.F.R. Part 99 (FERPA). Such records may be used only for the purpose of consulting, interviewing, or assessing Students under this Agreement and may not be disclosed to any third party (including the Student's parents) without the written consent of the District (or District's designee) or Student or as otherwise permitted pursuant to FERPA. Such records, however, may be disclosed to District and/or its school(s) or school officials including administrators, nurses, teachers, and other personnel who have a legitimate educational interest in said records without the prior written consent of the Student's parent or legal guardian.

9. Independent Contractor. TDS acknowledges and understands that it is an independent contractor and not an agent or employee of District, and nothing contained herein shall be construed to create the relationship of principal and agent, employer and employee, partnership or joint venture or any other relationship between the parties. TDS will be responsible for all items normally associated or required to perform the Services and shall set the work schedules of its employees. It is acknowledged and agreed that all individuals assigned to provide Services by TDS hereunder are and shall at all times be employees or agents of TDS, and that TDS shall be solely responsible for paying wages, making required payroll withholdings, and maintaining worker's compensation, unemployment compensation and any other similar insurance or benefits for or on behalf of its employees in full compliance with applicable laws. TDS shall be responsible for the payment of all federal, state, and local taxes and charges, including but not limited to all federal, state and local income taxes, arising out of services performed by its employees in connection with this Agreement.

10. Insurance. TDS shall purchase and maintain the following insurance coverages during the term of this Agreement: worker's compensation, if applicable, to statutory limits; comprehensive general liability in the amount of \$1,000,000 combined single limit bodily injury and property damage. TDS shall furnish District with evidence of the insurance coverages required upon request.

District shall purchase and maintain the following insurance coverages during the term of this Agreement: worker's compensation, if applicable, to statutory limits; comprehensive general liability in the amount of \$1,000,000 combined single limit bodily injury and property damage. District shall furnish TDS with evidence of the insurance coverages required upon request.

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

counsel therefore).The defense and indemnification obligations of TDS shall not be limited by a limitation on the amount or type of damages, compensation or benefits payable by or for TDS under any workers' or workmen's compensation acts, disability benefit acts or other employee benefit acts, and TDS hereby expressly agrees to waive any provision of any such statute or act whereby TDS could otherwise preclude its joinder as an additional defendant or avoid liability in any action at law or in equity or otherwise.

District shall defend, indemnify and hold TDS and its directors, officers, employees, agents, representatives, affiliates and related companies ("Indemnitees") harmless from and against any and all claims, demands, actions, causes of action, damages (including compensatory, consequential, punitive and exemplary damages included in any judgment or award to a third party), fines, penalties, liabilities, judgments, and costs and expenses (including reasonable attorney's fees) (collectively, "Losses") to the extent arising out of or resulting from (i) District's breach of or failure to perform any of its duties, obligations, or warranties contained in this Agreement; or (ii) the negligent acts or omissions of District or any employee of District assigned to provide Services under this Agreement; provided in each case that TDS shall give prompt notice, cooperation and assistance to District relative to any such claim or suit, and provided further in each case that TDS shall have the option to undertake and conduct the defense of any suit so brought (including, without limitation, selecting counsel therefore).The defense and indemnification obligations of District shall not be limited by a limitation on the amount or type of damages, compensation or benefits payable by or for District under any workers' or workmen's compensation acts, disability benefit acts or other employee benefit acts, and District hereby expressly agrees to waive any provision of any such statute or act whereby District could otherwise preclude its joinder as an additional defendant or avoid liability in any action at law or in equity or otherwise. Notwithstanding the foregoing, the District' indemnification obligations are subject to and limited by any other immunities from liability or limitation of damages afforded to the District by applicable law, including the Political Subdivision Tort Claims Act.

12. Notices. Unless specifically provided herein, all notices required to be given under this Agreement shall be given in writing and may be deemed to have been given three (3) days after being deposited in the United States certified or registered mail, or with any reputable overnight delivery company, prepaid, and addressed to the proper Party, at the following address: or to such other addresses as such Party shall give notice to the other Party:

The Day School  
1405 Shady Avenue  
Pittsburgh, PA 15217  
ATTN: Eva Bizzozero

Fox Chapel Area School District  
ATTN: Timothy Mahoney

13. Governing Law. This Agreement shall be governed by and construed according to the laws of the Commonwealth of Pennsylvania, without giving effect to its conflicts of law rules.

14. Non-Discrimination. TDS and District shall assure that the Services provided pursuant to this Agreement are rendered without regard to race, sex, national origin, age, disability, or any other protected category under federal, state or local law.

15. Miscellaneous. Any waiver by either party of a breach of any provision of this Agreement shall not operate as, or be construed to be, a waiver of any other breach of such provision or of any breach of any other provision of this Agreement.

If any provision of this Agreement shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable.

This Agreement sets forth the entire agreement of the parties on the subject matter hereof and supersedes all previous or concurrent agreements between them, oral or written.

The terms of this Agreement may not be modified or changed except by a writing that both parties sign. This Agreement shall inure to the benefit of the District and TDS and the District's successors and assigns.

This Agreement may be executed simultaneously in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

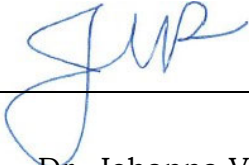
*[Signatures on page to follow]*

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year first above written.

THE DAY SCHOOL

Fox Chapel Area School District

BY:



BY:

NAME: Dr. Johanna Vidal-Phelan

NAME: Marybeth Dadd

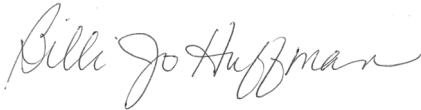
President & CEO

TITLE: School Board President

DATE: 02.12.2026

DATE: April 7, 2026

BY:



NAME: Billi Jo Huffman, M Ed

TITLE: Chief School Administrator

DATE: 02.12.2026

**EXHIBIT A**

**Services and Fees, Schedule, and Duties**

**A. Services and Fee Schedule.**

During the Term of this Agreement, TDS shall provide the Services as required under the Student’s IEP, with such Services further described below, and shall be compensated for such Services pursuant to the following Fee Schedule.

1. Services Fee Schedule:

<b>SERVICES</b>	<b>FEES</b>
Approved Private School PDE 4010 State Subsidized Slots	60/40 split funded directly through PDE
Approved Private School Non-4010 Slots	\$76,797.per year / prorated accordingly per student enrollment date
Job Span	\$35,000 per year/ prorated accordingly per student enrollment date
<b>A la Carte Menu</b>	
Occupational Therapy*	\$75/ hr.
Physical Therapy*	\$90/ hr.
Speech/Language Therapy*	\$75/ hr.
Feeding Support*	\$75 / hr.
BCBA services *	\$75/ hr.
Psychological Services*	\$75/ hr.
Social Work Services*	\$65/ hr.
1:1 Paraprofessional	\$55,000 per year/ prorated accordingly per IEP
Extended School Year Services (Summer of 2027)	\$5,000 for the entire session

The Services marked with an \* are included in the APS Tuition Rate. The remaining services, if the IEP team determines that this support is appropriate, are not included in the tuition rate.

## 2. Description of Services:

### (a) PDE 4010 State Subsidized Slots and Non-4010 Slots:

Schools will be offered a 4010 slot (subject to usual enrollment and PDE approval process) when it becomes available. The 4010 slots are offered to Schools in the date order of signed agreements for enrolled students. The District will be notified by mail and phone when the opening becomes available.

### (b) 1:1 Services

TDS will provide the 1:1 service per qualified Student to perform and provide the behavioral support or personal care services required by the Student's IEP, as the same may be revised from time to time during the term of this Agreement. The 1:1 service and the individuals providing the service shall be selected in the sole discretion of TDS. [It is acknowledged and agreed that during the standard school year, TDS will invoice, and District shall pay for such 1:1 Services for all 180 days in which school is in session.]

### (c) Extended School Year Program:

The extended school year (ESY) program is designed for Students who's IEP team had determined, on an individual basis that such ESY services are necessary for the provision of a Free Appropriate Public Education (FAPE) in accordance with applicable Pennsylvania statutes and regulations, including 22 Pa. Code §14.132 and 22 Pa. Code §711.44, relevant federal regulations, court decisions and Pennsylvania Department of Education (PDE) policy concerning Extended School Year services for children with disabilities, as may be amended from time to time, ...who need continued educational support through a designated time in the summer as mutually agreed to by TDS and District. The ESY Services provided through TDS will occur during the Contract Session but could be possibly modified, depending on the needs of the District, and as mutually agreed upon by the District and TDS. Students will receive educational support that applies directly to the stated goals within the Student's IEP and in collaboration with the District.

#### **Signature:**

**Email:** timothy\_mahoney@fcasd.edu

Fox Chapel Area School District

Combined Agenda Study Session  
and Regular Business Meeting

April 7, 2026

Imagine Learning LLC – Price Quotes



# Price Quote

100 S. Mill Ave  
Suite 1700  
Tempe, AZ 85281  
877-725-4257

**Date** 3/23/2026  
**Quote No.** Q-216694  
**Acct. No.** 12224151  
**Total** 26,748.74  
**Pricing Expires** 06/16/2026

Fox Chapel Area School District  
611 Field Club Road  
Pittsburgh PA 15238  
United States

Fox Chapel Area Online - Concurrent Licenses  
Prorated for 26-27 to have future licenses 8/1 - 7/31

Payment Term	Contract Start	Contract End
Net 30	9/19/2026	7/31/2027

Site	Description	End Date	Qty	Per Unit	Amount
Fox Chapel Area School District	Edgenuity Academic Integrity	07/31/2027	1	779.09	779.09
	Imagine EdgeEX with Edgenuity 6-12 Comprehensive Concurrent User	07/31/2027	35	741.99	25,969.65

**Subtotal** 26,748.74  
**Tax Total** 0.00  
**Total** 26,748.74

Imagine Learning will audit enrollment count throughout the year. If more enrollments are found to be in use than purchased, Imagine Learning will invoice the customer for the additional usage.

This quote is subject to Imagine Learning LLC Terms and Conditions of Company Services ("Terms and Conditions"). These Terms and Conditions are available at [www.imaginelearning.com/standard-terms-and-conditions](http://www.imaginelearning.com/standard-terms-and-conditions), may change without notice and are incorporated by this reference. By signing this quote or by submitting a purchase order or form purchasing document, Customer explicitly agrees to these Terms and Conditions resulting in a legally binding agreement. To the fullest extent permitted under applicable law, all pricing information contained in this quote is confidential and may not be shared with third parties without Imagine Learning's written consent.

Please note that the paper used in our products and the paper and components included in our science and math kits are sourced from suppliers that may become subject to tariffs. While we are actively managing our supply chain to minimize the effect of any tariffs that may be imposed, we reserve the right to apply a tariff surcharge to offset increased costs if necessary. We will provide thirty (30) days advance notice regarding the imposition of any such surcharges.

Not valid unless accompanied by a purchase order. Please specify a shipping address if applicable. Please e-mail this quote, the purchase order and order documentation to [AR@imaginelearning.com](mailto:AR@imaginelearning.com) or fax to 480-423-0213.

**Fox Chapel Area School District**

Signature: \_\_\_\_\_  
Print Name: Marybeth Dadd  
Title: School Board President  
Date: April 7, 2026

**Imagine Learning Representative**

Lindsay DeFelice  
Account Executive -  
[lindsay.defelice@imaginelearning.com](mailto:lindsay.defelice@imaginelearning.com)  
[imaginelearning.com](http://imaginelearning.com)



# Price Quote

100 S. Mill Ave  
Suite 1700  
Tempe, AZ 85281  
877-725-4257

**Date** 3/23/2026  
**Quote No.** Q-220854  
**Acct. No.** 12224151  
**Total** 24,280.00  
**Pricing Expires** 07/07/2026

Fox Chapel Area School District  
611 Field Club Rd  
Pittsburgh PA 15238  
United States

Exceptional Student Course Suite - Instructional Support  
Edge Reusables - Middle School  
eDynamics - Fox Chapel Area Online

Payment Term	Contract Start	Contract End
Net 30	8/1/2026	7/31/2027

Site	Description	End Date	Qty	Per Unit	Amount
Fox Chapel Area School District	Edgenuity 3-12 Reusable Enrollment	07/31/2027	130	99.00	12,870.00
	eDynamic Electives Per Enrollment Per Sem (14 day drop/add grace period)	07/31/2027	90	99.00	8,910.00
	Edgenuity Exceptional Students Course Suite Per Student (14 day drop/add period)	07/31/2027	10	250.00	2,500.00

**Subtotal** 24,280.00  
**Tax Total** 0.00  
**Total** 24,280.00

Imagine Learning will audit enrollment count throughout the year. If more enrollments are found to be in use than purchased, Imagine Learning will invoice the customer for the additional usage.

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Please note that the paper used in our products and the paper and components included in our science and math kits are sourced from suppliers that may become subject to tariffs. While we are actively managing our supply chain to minimize the effect of any tariffs that may be imposed, we reserve the right to apply a tariff surcharge to offset increased costs if necessary. We will provide thirty (30) days advance notice regarding the imposition of any such surcharges.

Not valid unless accompanied by a purchase order. Please specify a shipping address if applicable. Please e-mail this quote, the purchase order and order documentation to [AR@imaginelearning.com](mailto:AR@imaginelearning.com) or fax to 480-423-0213.

**Fox Chapel Area School**

**District**

Signature: \_\_\_\_\_  
Print Name: Marybeth Dadd  
Title: School Board President  
Date: April 7, 2026

**Imagine Learning Representative**

Lindsay DeFelice  
Account Executive -  
[lindsay.defelice@imaginelearning.com](mailto:lindsay.defelice@imaginelearning.com)  
[imaginethefutureoflearning.com](http://imaginethefutureoflearning.com)



# Price Quote

100 S. Mill Ave  
Suite 1700  
Tempe, AZ 85281  
877-725-4257

**Date** 3/18/2026  
**Quote No.** Q-240036  
**Acct. No.** 12224151  
**Total** 750.00  
**Pricing Expires** 09/14/2026

Fox Chapel Area School District  
611 Field Club Rd  
Pittsburgh PA 15238  
United States

PL Virtual Session

Payment Term	Contract Start	Contract End
Net 30	5/1/2026	4/30/2027

Site	Description	End Date	Qty	Per Unit	Amount
Fox Chapel Area School District	PL - CW/Supp/SS Virtual Session	04/30/2027	1	750.00	750.00

**Subtotal** 750.00  
**Tax Total** 0.00  
**Total** 750.00

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Signature: \_\_\_\_\_  
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[imaginelearning.com](http://imaginelearning.com)

Fox Chapel Area School District

Combined Agenda Study Session  
and Regular Business Meeting

April 7, 2026

Policies – Revised – Second Reading and Adoption

# FOX CHAPEL AREA SCHOOL DISTRICT

Book	Policy Manual
Section	100 PROGRAMS
Title	Exemption From Instruction
Code	105.2
Status	Second Reading/Adoption
Adopted	May 10, 2010
Last Revised	April 7, 2026
Last Reviewed	February 3, 2026
Prior Revised Dates	4/13/2015, 12/5/2022

## **Authority**

The Board adopts this policy to ensure that parents/guardians have the right to have their children excused from specific instruction that conflicts with their **sincerely held** religious **and/or moral** beliefs.[\[1\]](#)[\[2\]](#)

The rights granted by this policy are granted to parents/guardians of students enrolled in this district when the students are under the age of eighteen (18) and to the students themselves when the student is eighteen (18) or **older**.

## **Guidelines**

The district shall excuse any student from specific instruction, subject to the following conditions:

1. To assist the school district in ensuring that the student is excused from the correct specific instruction, the request must be made in writing and must detail the specific instruction from which the student is to be excused, **including the reason(s) for the request**.
2. The written request to be excused shall be sent by the parent/guardian or student **who is eighteen (18) or older** to the building principal.

One (1) copy of the request shall be retained in the student's permanent school records, one (1) copy kept by the school principal, and one (1) copy submitted to the teacher from whose instruction the student is to be excused.

3. The written request must contain a statement that the specific instruction described conflicts with the **sincerely held** religious **and/or moral** beliefs of the student or of the parents/guardians.
4. The parent/guardian and/or student may request suggested replacement educational activities. The only permissible educational activity for this purpose shall be **substantially**

**similar** instruction that is consistent with the learning objectives set for the **course**.

5. It shall not be the responsibility of the district or any of its employees to ensure that the student exercises his/her right to be excused in accordance with a parental request. It shall be the responsibility of the student to request permission to leave class when the specific instruction objected to is presented. When the student seeks to be excused, the teacher shall excuse the student if the teacher or principal has a copy of the written request and the written request adequately describes the specific instruction.
6. The building principal shall determine where the student shall report during the time the student is excused.
7. All students excused from specific instruction shall be required to achieve the academic standards established by the district as necessary for graduation.[3][4]

### **Exemption from Dissection Activities**

**Students have the right to decline to participate in an education project involving dissection, vivisection, incubation, capture or other harm or destruction of an animal or any part of an animal.[5]**

**The district must notify students and parents/guardians of their right to decline participation in such activities at least three (3) weeks prior to the start of the education project. Students who do not participate in such activities will be assigned an alternative education project.[5]**

Legal

[1. 22 PA Code 11.7](#)

[2. 22 PA Code 4.4](#)

3. Pol. 102

4. Pol. 217

[5. 24 P.S. 1523](#)

Mahmoud v. Taylor, 606 U.S. \_\_\_, 145 S.Ct. 2332 (2025).

Tatel v. Mt. Lebanon School District, 752 F.Supp.3d 512 (W.D. Pa. 2024).

Troxel v. Granville, 530 U.S. 57 (2000).

# FOX CHAPEL AREA SCHOOL DISTRICT

Book	Policy Manual
Section	200 PUPILS
Title	Attendance
Code	204
Status	Second Reading/Adoption
Adopted	May 10, 2010
Last Revised	April 7, 2026
Last Reviewed	February 3, 2026
Prior Revised Dates	2/10/2020, 4/11/2023

## **Purpose**

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

## **Authority**

The Board requires the attendance of all students during the days and hours that school is in session, except that temporary student absences may be excused by authorized district staff in accordance with applicable laws and regulations, Board policy and administrative regulations.[\[2\]](#)[\[3\]](#)[\[4\]](#)[\[5\]](#)[\[6\]](#)[\[7\]](#)

## **Definitions**

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

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

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

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

1. Custodial biological or adoptive parent.
2. Noncustodial biological or adoptive parent.

3. Guardian of the person of a student.
4. Person with whom a student lives and who is acting in a parental role of a student.

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

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

### **Delegation of Responsibility**

The Superintendent or designee shall annually notify students, persons in parental relation, staff and local magisterial district judges about the district's attendance policy by publishing such policy in student handbooks and newsletters, on the district website and through other efficient communication methods.[\[1\]](#)[\[11\]](#)

The Superintendent or designee, in coordination with the building principal and the Attendance Officer, shall be responsible for the implementation and enforcement of this policy.

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

1. Govern the maintenance of attendance records in accordance with law.[\[12\]](#)[\[13\]](#)
2. Detail the process for submission of requests and excuses for student absences.
3. Detail the process for written notices, School Attendance Improvement Conferences, School Attendance Improvement Plans, and referrals to a school-based or community-based attendance improvement program, the local children and youth agency, or the appropriate magisterial district judge.
4. Ensure that students legally absent have an opportunity to make up work.

### **Guidelines**

#### **Compulsory School Attendance Requirements**

All students of compulsory school age who reside in the district shall be subject to the compulsory school attendance requirements.[\[2\]](#)

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

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

1. On certification by a physician or submission of other satisfactory evidence and on approval of the Department of Education, children who are unable to attend school or apply themselves to study for mental, physical or other reasons that preclude regular attendance.

[\[3\]](#)[\[4\]](#)[\[21\]](#)

2. Students enrolled in nonpublic or private schools in which the subjects and activities prescribed by law are taught.[\[2\]](#)[\[22\]](#)
3. Students attending college who are also enrolled part-time in district schools.[\[23\]](#)
4. Students attending a home education program or private tutoring in accordance with law.[\[2\]](#)[\[18\]](#)[\[24\]](#)[\[25\]](#)[\[26\]](#)[\[27\]](#)
5. Students fifteen (15) or sixteen (16) years of age whose enrollment in private trade or business schools has been approved.[\[2\]](#)
6. Students fifteen (15) years of age, as well as students fourteen (14) years of age who have completed the highest elementary grade, engaged in farm work or private domestic service under duly issued permits.[\[4\]](#)
7. Students sixteen (16) years of age regularly engaged in useful and lawful employment during the school session and holding a valid employment certificate. Regularly engaged means thirty-five (35) or more hours per week of employment.[\[4\]](#)[\[15\]](#)

#### Excused/Lawful Absence

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

1. Illness, including if a student is dismissed by designated district staff during school hours for health-related reasons.[\[3\]](#)[\[6\]](#)
2. Obtaining professional health care or therapy service rendered by a licensed practitioner of the healing arts in any state, commonwealth or territory.[\[3\]](#)
3. Quarantine.
4. Family emergency.
5. Recovery from accident.
6. Required court attendance.
7. Death in family.
8. Participation in a project sponsored by a statewide or countywide 4-H, FFA or combined 4-H and FFA group, upon prior written request.[\[1\]](#)[\[3\]](#)
9. Participation in a musical performance in conjunction with a national veterans' organization or incorporated unit, as defined in law, for an event or funeral.[\[3\]](#)
  - a. The national veterans' organization or incorporated unit must provide the student with a signed excuse, which shall include the date, location, and time of the event or funeral.
  - b. The student shall furnish the signed excuse to the district prior to being excused from school.

10. Observance of a religious holiday observed by a bona fide religious group, upon prior written request from the person in parental relation.[\[28\]](#)
11. Nonschool-sponsored educational tours or trips, if the following conditions are met:[\[3\]](#)[\[29\]](#)
  - a. The person in parental relation submits the required documentation for excusal prior to the absence, within the appropriate timeframe.
  - b. The student's participation has been approved by the Superintendent or designee.
12. College or postsecondary institution visit, with prior approval.
13. Other urgent reasons that may reasonably cause a student's absence, as well as circumstances related to homelessness, foster care and other forms of educational instability.[\[3\]](#)[\[6\]](#)[\[30\]](#)

The district may limit the number and duration of nonschool-sponsored educational tours or trips or college or postsecondary institution visits

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

#### *Temporary Excusals –*

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

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

#### *Parental Notice of Absence –*

Absences shall be treated as unexcused until the district receives a written excuse explaining the absence, to be submitted within three (3) days of the absence.

A maximum of ten (10) days of cumulative lawful absences verified by parental notification shall be permitted during a school year. All absences beyond ten (10) cumulative days shall require an excuse from a licensed practitioner of the healing arts.

#### Unexcused/Unlawful Absence

For purposes of this policy, absences which do not meet the criteria indicated above shall be permanently considered unexcused.

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

#### *Parental Notification –*

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

#### Enforcement of Compulsory Attendance Requirements

##### *Student is Truant –*

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

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

1. Include a description of the consequences if the student becomes habitually truant;
2. Be in the mode and language of communication preferred by the person in parental relation **and:**
  - a. **Include notice that a habitually truant student may not transfer, during the school year, to a cyber charter school unless a judge determines that the transfer is in the best interest of the student; and**
  - b. **Include resources available to assist the student and the person in parental relation with returning the student to compliant compulsory attendance and opportunities for academic recovery in response to the truant behavior.**

When **the notice is** transmitted to a person who is not the biological or adoptive parent, **it shall** also be provided to the student's biological or adoptive parent, if the parent's mailing address is on file with the school and the parent is not precluded from receiving the information by court order.[\[32\]](#)

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

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

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

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

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

The following individuals shall be invited to the SAIC:[\[8\]](#)

1. The student.

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

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

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

The district may not take further legal action to address unexcused absences until the scheduled SAIC has been held and the student has incurred six (6) or more days of unexcused absences.[\[32\]](#)

#### *Student is Habitually Truant –*

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

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

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

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

District staff may refer a student who is fifteen (15) years of age or older to the local children and youth agency, if the student continues to incur additional unexcused absences after being referred to a school-based or community-based attendance improvement program, or if the student refuses to participate in such program.[\[33\]](#)

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

**Unless a judge determines that it is in the student's best interest, a habitually truant student will not be permitted to transfer to a cyber charter school during the school year.[\[32\]](#)**

#### *Filing a Citation –*

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

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

### Special Needs and Accommodations

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

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

### Discipline

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

### Legal

- [1. 22 PA Code 11.41](#)
- [2. 24 P.S. 1327](#)
- [3. 24 P.S. 1329](#)
- [4. 24 P.S. 1330](#)
- [5. 22 PA Code 11.23](#)
- [6. 22 PA Code 11.25](#)
- [7. 22 PA Code 12.1](#)
- [8. 24 P.S. 1326](#)
- [9. 22 PA Code 11.13](#)
- [10. 42 Pa. C.S.A. 6302](#)
- [11. 24 P.S. 510.2](#)
- [12. 24 P.S. 1332](#)
- [13. 24 P.S. 1339](#)
- [14. 22 PA Code 11.22](#)
- [15. 22 PA Code 11.28](#)
16. Pol. 113
17. Pol. 115
18. Pol. 116
19. Pol. 117
20. Pol. 118
- [21. 22 PA Code 11.34](#)

[22. 22 PA Code 11.32](#)

[23. 22 PA Code 11.5](#)

[24. 24 P.S. 1327.1](#)

[25. 22 PA Code 11.31](#)

[26. 22 PA Code 11.31a](#)

27. Pol. 137

[28. 22 PA Code 11.21](#)

[29. 22 PA Code 11.26](#)

30. Pol. 251

[31. 24 P.S. 1546](#)

[32. 24 P.S. 1333](#)

[33. 24 P.S. 1333.1](#)

[34. 24 P.S. 1333.2](#)

35. Pol. 103.1

36. Pol. 113.3

37. Pol. 114

[24 P.S. 1333.3](#)

[22 PA Code 11.24](#)

[22 PA Code 11.8](#)

# FOX CHAPEL AREA SCHOOL DISTRICT

Book	Policy Manual
Section	200 PUPILS
Title	Weapons
Code	218.1
Status	Second Reading/Adoption
Adopted	January 10, 2022
Last Revised	April 7, 2026
Last Reviewed	February 3, 2026
Prior Revised Dates	9/9/2023, 11/11/2024

## **Purpose**

The Board recognizes the importance of a safe school environment relative to the educational process. Possession of weapons in the school setting is a threat to the safety of students and staff and is prohibited by law.

## **Definitions**

**Weapon** - the term shall include but is not limited to any knife, cutting instrument, cutting tool, nunchaku, firearm, shotgun, rifle, replica of a weapon and any other tool, instrument or implement capable of inflicting serious bodily injury.[\[1\]](#)[\[2\]](#)

**Possession** - a student is in possession of a weapon when the weapon is found on the person of the student; in the student's locker or assigned storage area; or under the student's control while on school property, on property being used by the school, at any school function or activity, at any school event held away from the school or while the student is coming to or from school.

## **Authority**

The Board prohibits students from possessing and bringing weapons and replicas of weapons into any district buildings, onto school property, to any school-sponsored activity and onto any public vehicle providing transportation to or from school or a school-sponsored activity, or while the student is coming to or from school.[\[2\]](#)[\[3\]](#)

The Board shall expel for a period of not less than one (1) year any student who violates this weapons policy. Such expulsion shall be given in conformance with formal due process proceedings required by law and Board policy.[\[2\]](#)[\[4\]](#)[\[5\]](#)

The Superintendent may recommend modifications of such expulsion requirement on a case-by-case basis.[\[2\]](#)

In the case of a student with a disability, including a student for whom an evaluation is pending, the district shall take all steps required to comply with state and federal laws and regulations, the procedures set forth in the memorandum of understanding with law enforcement and Board policies.[\[2\]](#)[\[4\]](#)[\[6\]](#)[\[7\]](#)[\[8\]](#)[\[9\]](#)[\[10\]](#)[\[11\]](#)

### **Delegation of Responsibility**

The Superintendent or designee shall react promptly to information and knowledge concerning possession of a weapon. Such action shall be in compliance with state law and regulations and with the procedures set forth in the memorandum of understanding with the law enforcement agency that has jurisdiction over the school's property, and the district's emergency preparedness plan.[\[11\]](#)[\[12\]](#)[\[13\]](#)[\[14\]](#)

When the behavior of a student in possession of a weapon 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.[\[15\]](#)[\[16\]](#)

### **Reporting**

#### ***Law Enforcement Incident Report -***

The Superintendent or designee shall immediately report incidents involving weapons on school property, at any school-sponsored activity or on a conveyance providing transportation to or from a school or school-sponsored activity to the law enforcement agency that has jurisdiction over the school's property, in accordance with state law and regulations, the procedures set forth in the memorandum of understanding with law enforcement and Board policies.[\[2\]](#)[\[11\]](#)[\[13\]](#)[\[17\]](#)[\[18\]](#)[\[19\]](#)

#### ***Parental Report - Direct Involvement -***

The Superintendent or designee shall notify the parent/guardian of any student directly involved in an incident involving weapons as a victim or suspect immediately, as soon as practicable. The Superintendent or designee shall inform the parent/guardian whether or not the law enforcement agency that has jurisdiction over the school property has been or may be notified of the incident. The Superintendent or designee shall document attempts made to reach the parent/guardian.[\[11\]](#)[\[12\]](#)[\[18\]](#)[\[20\]](#)

#### ***Additional Parental and Employee Notifications -***

**The Superintendent or designee shall, in accordance with applicable law, ensure notification of an incident involving possession of a weapon on school property, at a school-sponsored activity or on a conveyance providing transportation to or from a school or school-sponsored activity, to employees and parents/guardians of students, as follows:[\[12\]](#)[\[21\]](#)**

- 1. Incident occurring at a school building - Notification to parents/guardians of students enrolled in or attending that school building and school employees assigned to that building.**
- 2. Incident occurring at a school building that shares a campus with other school buildings - Notification to parents/guardians of students enrolled or attending and school employees assigned to any building on the shared campus.**
- 3. Incident occurring at a school-sponsored activity or on a public conveyance providing transportation to or from a school or school-sponsored activity - Notification to the appropriate population of parents/guardians and school**

**employees. Notification is not required if the incident is not directly related to the school-sponsored activity or the students or staff involved in the activity.**

**Such notification(s) must occur within twenty-four (24) hours of the incident using a method of communication likely to reach designated parents/guardians and employees, unless the circumstances of the incident necessitate otherwise.[12]**

### ***Annual School Safety and Security Incidents Report -***

In accordance with state law, the Superintendent shall annually, by July 31, report all incidents involving possession of a weapon to the PA Department of Education on the required form.[11] [13][17]

### **Guidelines**

The building principal shall annually inform staff, students and parents/guardians about the Board policy prohibiting weapons and about their personal responsibility for the health, safety and welfare of the school community.

An exception to this policy may be made by the Superintendent, in accordance with law, who shall prescribe special conditions or administrative regulations to be followed.[2]

In accordance with federal law, possession or discharge of a firearm in, on, or within 1,000 feet of school grounds is prohibited. Violations shall be reported to the appropriate law enforcement agency.[22][23]

### **Transfer Students**

When the district receives a student who transfers from a public or private school during an expulsion period for an offense involving a weapon, the district may assign that student to an alternative assignment or may provide alternative education, provided the assignment does not exceed the expulsion period.[2][24]

Legal

- [1. 24 P.S. 1301-A](#)
- [2. 24 P.S. 1317.2](#)
3. Pol. 218
4. Pol. 113.1
5. Pol. 233
- [6. 20 U.S.C. 1400 et seq](#)
- [7. 22 PA Code 10.23](#)
8. Pol. 103.1
9. Pol. 113.2
10. Pol. 113.3
11. Pol. 805.1
- [12. 24 P.S. 1303.2-A](#)
- [13. 24 P.S. 1319-B](#)
14. Pol. 805
- [15. 24 P.S. 1302-E](#)
16. Pol. 236.1

[17. 24 P.S. 1306.2-B](#)

[18. 22 PA Code 10.2](#)

[19. 22 PA Code 10.21](#)

[20. 22 PA Code 10.25](#)

[21. 20 U.S.C. 1232g](#)

[22. 18 U.S.C. 921](#)

[23. 18 U.S.C. 922](#)

24. Pol. 200

[18 Pa. C.S.A. 912](#)

[20 U.S.C. 7114](#)

[20 U.S.C. 7961](#)

[22 PA Code 403.1](#)

[34 CFR Part 300](#)

# FOX CHAPEL AREA SCHOOL DISTRICT

Book	Policy Manual
Section	200 PUPILS
Title	Hazing
Code	247
Status	Second Reading/Adoption
Adopted	January 10, 2022
Last Revised	April 7, 2026
Last Reviewed	February 3, 2026
Prior Revised Dates	9/14/2020, 11/10/2025

## **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]

Any activity, as described above, shall be deemed a violation of this policy regardless of whether:[5]

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

**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.

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.

### **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 and Title IX Coordinator. If, in the course of a hazing 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 hazing.[11][12]

### **Delegation of Responsibility**

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.

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, as set forth in Policy 236.1, in accordance with applicable law and Board policy.[\[13\]](#)[\[14\]](#)

## **Guidelines**

In addition to posting this policy on the district's publicly accessible website, the district shall inform students, parents/guardians, sponsors, volunteers and district employees 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 publication in handbooks, presentation at an assembly, and 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.[\[7\]](#)

## **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, and the determination of what the complaining student needs or wants through questioning.

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 ~~the police~~ **law enforcement** at every stage of the proceeding. The decision to report a matter to ~~the police~~ **law enforcement**

**enforcement** 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 ~~the police~~ **law enforcement** in this regard.[\[15\]](#)

### *Referral to Law Enforcement and ~~Safe Schools Reporting Requirements~~ **School Safety and Security Incident Reporting** –*

For purposes of reporting hazing incidents to law enforcement in accordance with ~~Safe Schools Act~~ **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~~ **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 Act~~, 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 local 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 ~~an defined~~ 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.[\[17\]](#)[\[22\]](#)[\[23\]](#)

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.[\[26\]](#)

If an organization is found to have engaged in organizational hazing, it shall be subject to the imposition of fines and other 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-Attach 1 Report Form.pdf \(161 KB\)](#)

# FOX CHAPEL AREA SCHOOL DISTRICT

Book	Policy Manual
Section	600 Finances
Title	Purchases Subject to Bid/Quotation
Code	610
Status	Second Reading/Adoption
Adopted	May 10, 2010
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Last Reviewed	February 3, 2026
Prior Revised Dates	4/13/2015, 3/9/2020, 02/08/2021, 4/4/2022, 4/8/2024, 4/14/2025

## **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.[\[1\]](#)[\[2\]](#)

## **Supplies**

The Board shall, after due public notice advertising for competitive bids, purchase furniture, equipment, school supplies and appliances costing ~~\$23,800~~ **\$24,500** or more, unless exempt by law or available under a cooperative purchasing program. The Board shall advertise once a week for three (3) weeks in not less than two (2) newspapers of general circulation.[\[1\]](#)[\[2\]](#)

Furniture, equipment, school supplies and appliances to be purchased by the district costing more than ~~\$12,900~~ **\$13,200** but less than ~~\$23,800~~ **\$24,500** may be obtained on written or telephonic quotations, unless exempt by law. If it is not possible to obtain three (3) quotations, a memo 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 a period of three (3) years.[\[2\]](#)

## **Contracts**

The Board shall, after due public notice advertising for competitive bids, contract for construction, reconstruction, repairs, maintenance or work on any school building or property having a cost or value of more than ~~\$23,800~~ **\$24,500**, unless exempt by law.[\[1\]](#)

All contracts for construction, reconstruction, repairs, maintenance or work on any school building or property, having a cost or value of more than ~~\$12,900~~ **\$13,200** but not more than ~~\$23,800~~ **\$24,500**, may be obtained on written or telephonic quotations, unless exempt by law. If it is not possible to obtain three (3) quotations, a memo 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 a period of three (3) years.[1]

The Board may authorize district employees to perform construction, reconstruction, repairs or work having a cost or value of less than ~~\$12,900~~ \$13,200.[1]

### Electronic Bidding

The Board may receive bids electronically for competitive contracts, except for construction and design services, in compliance with applicable laws and Board policy.[3][4]

The district shall electronically maintain the confidentiality of the bid until the bid opening.[4]

### Competitive Electronic Bidding

The Board may adopt a resolution approving the use of competitive electronic bidding for contracts for supplies, but not for construction or design services.[3][5]

An invitation for bids shall be issued and shall include:[5]

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 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.

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

After the bidding 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 electronic bid 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.

### **Delegation of Responsibility**

Bid specifications shall be prepared by the ~~Business Manager~~ Director of Finance.

Bid specifications shall provide for alternates wherever possible.

The ~~Business Manager~~ Director of Finance shall combine like items of supply and material whenever it is feasible and permissible under law and shall not split purchases to avoid requirements for bidding.[1][2]

Bids shall be opened publicly before one (1) or more witnesses at a previously designated time and place.

Contracts shall be awarded to the lowest responsible bidder upon resolution of the Board, unless the Board chooses to reject all bids.[\[2\]](#)

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.[\[1\]](#)

Legal

[1. 24 P.S. 751](#)

[2. 24 P.S. 807.1](#)

[3. 62 Pa. C.S.A. 4602](#)

[4. 62 Pa. C.S.A. 4603](#)

[5. 62 Pa. C.S.A. 4604](#)

[24 P.S. 120](#)

[62 Pa. C.S.A. 4601 et seq](#)

# FOX CHAPEL AREA SCHOOL DISTRICT

Book	Policy Manual
Section	600 Finances
Title	Purchases Budgeted
Code	611
Status	Second Reading/Adoption
Adopted	May 10, 2010
Last Revised	April 7, 2026
Last Reviewed	February 3, 2026
Prior Revised Dates	6/10/2024, 4/14/2025

## **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 Director of Finance**, Board Secretary, Superintendent and/or purchasing agent, unless the contemplated purchase is for more than ~~\$23,800~~ **\$24,500**, in which case prior approval by the Board is required.[\[1\]](#)[\[2\]](#)[\[3\]](#)

All purchase order requests must be referred to the Purchasing Agent or designee, 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.[\[1\]](#)[\[2\]](#)[\[3\]](#)

Legal

- [1. 24 P.S. 751](#)
- [2. 24 P.S. 807.1](#)
- [3. 24 P.S. 609](#)
- [24 P.S. 508](#)

# FOX CHAPEL AREA SCHOOL DISTRICT

Book	Policy Manual
Section	600 Finances
Title	Federal Fiscal Compliance
Code	626
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Last Reviewed	February 3, 2026
Prior Revised Dates	5/4/2020, 1/26/2022, 1/25/2024 (attachment only), 12/3/2024, 11/10/2025

## **Authority**

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

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

## **Delegation of Responsibility**

The Board designates the Federal Programs Coordinator and ~~Business Manager~~ **Director of Finance** as the district contact for all federal programs and funding.

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

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

## **Guidelines**

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

The district's financial management system is subject to periodic internal and external audits. For any fiscal year in which the district expends \$1,000,000 or more in federal awards, the district is required to have a single or program-specific audit in compliance with federal requirements.[\[2\]](#)

District financial management standards and procedures shall include requirements for the following:

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 federal regulations.
3. Accounting Records – The district must maintain records which adequately identify the source and application of funds provided for federally-assisted activities.
4. Internal Controls – Effective control and accountability, including segregation of duties, must be maintained for all funds, real and personal property and other assets. The district must adequately safeguard all such property and take steps to ensure that it is used solely for authorized purposes. Reasonable cybersecurity and other measures must be in place to protect personally identifiable information and other types of information.
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 federal regulations.
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. [3][4][5]

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. [6]

### Employees - Time and Effort Reporting

All district employees paid with federal funds shall document their time working in support of each federal program, in accordance with law. Time and effort reporting requirements do not apply to contracted individuals. [7]

District employees shall be reimbursed for travel costs incurred in the course of performing services related to official business as a federal grant recipient. [8]

The district shall establish and maintain employee policies and procedures on hiring, benefits and leave and outside activities, as approved by the Board. District procedures on payment of staff shall apply to employees paid with federal funds and shall include payment in extenuating or emergency conditions, in accordance with applicable law, regulations or emergency declarations by state or federal authorities. [9][10][11][12][13][14][15][16]

### 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.[17][18]

The district shall comply with federal record conversion and quality control review requirements to safeguard the integrity of electronic records.[19]

The district shall ensure the proper maintenance of federal fiscal records documenting:[18][20][21][22]

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 to:
  - a. Determine progress.
  - b. Inform periodic review and continuous improvement of project plan.
  - c. Revise project objectives, if necessary.

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

The district shall provide the federal awarding agency, Inspectors General, the Comptroller General of the United States, and the pass-through entity, or any of their authorized representatives, the right of access to any documents, papers, or other district records which are pertinent to the federal award. The district shall also permit timely and reasonable access to the district's personnel for the purpose of interview and discussion related to such documents.[23]

Records shall be retained for a minimum of three (3) years from the date of submission of the final financial report, or as otherwise specified in the requirements of the federal award, unless a written extension is provided by the awarding agency, cognizant agency for audit, oversight agency for audit or cognizant agency for indirect costs.[20]

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

Records for property and equipment acquired with federal funds shall be retained for three (3) years after final disposition of the property or equipment.[20]

As part of the Records Management Plan, the district shall develop and maintain a records retention schedule, which shall delineate the record retention format, retention period and method of disposal.[18]

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.[18][20]

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.[24][25][26][27][28]

### Subrecipient Monitoring

In the event that the district awards subgrants, the district shall establish written procedures to: [29]

1. Assess the risk of fraud and noncompliance.
2. Monitor grant subrecipients to ensure compliance with federal, state, and local laws and Board policy and procedures.
3. Ensure the district's record retention schedule addresses document retention on assessment and monitoring.[18]

### 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.[30][31]

### Mandatory Reporting of Violations

An applicant, recipient or subrecipient of a federal award must promptly disclose whenever, in connection with the federal award (including any related activities or subawards) it has credible evidence of a violation of federal criminal law involving fraud, conflict of interest, bribery or gratuity violations under Title 18 of the United States Code or a violation of the federal civil False Claims Act. The written disclosure must be made to the federal agency, the agency's Office of Inspector General, and pass-through entity (if applicable). Recipients and subrecipients are also required to report issues related to a recipient integrity and performance in accordance with Appendix XII to 2 CFR Part 200. Failure to make required disclosures can result in compliance violations.[32]

### Whistleblower Protections

District employees may not be discharged, demoted or otherwise discriminated against as a reprisal for making a protected disclosure of information that the employee reasonably believes to be:[33][34]

1. Evidence of gross mismanagement of a federal contract or grant; or
2. Gross waste of federal funds; or
3. An abuse of authority relating to a federal contract or grant; or
4. A substantial and specific danger to public health or safety; or
5. A violation of law, rule or regulation related to a federal contract, including the competition for or negotiation of a contract or grant.

District employees may disclose such information to any of the following:

1. The Superintendent or designee authorized to investigate, discover or address such misconduct.

2. A federal employee responsible for contract or grant oversight or management of the relevant agency.
3. An authorized official of the United States Department of Justice or other law enforcement agency.
4. A member of Congress or a representative of a committee of Congress.
5. A federal Inspector General.
6. The federal Government Accountability Office.
7. A court or grand jury, including providing evidence of misconduct in any judicial or administrative proceeding relating to waste, fraud or abuse on a federal contract or grant.

A district employee who believes that they have been subjected to a reprisal for making a protected disclosure may submit a complaint to the Inspector General of the federal executive agency that is responsible for the relevant federal funding or federal contract. The federal agency and the agency's Inspector General have the authority to investigate such complaints and provide appropriate remedies for substantiated complaints.

The district shall provide written notification to employees of their rights and protections under the Whistleblower Law by posting notices on the district's website.

Legal

- [1. 2 CFR Part 200](#)
- [2. 2 CFR 200.501](#)
- [3. 2 CFR 200.318](#)
4. Pol. 827
5. Pol. 828
6. Pol. 317
- [7. 2 CFR 200.430](#)
8. Pol. 626.1
- [9. 24 P.S. 1153](#)
10. Pol. 304
11. Pol. 319
12. Pol. 336
13. Pol. 337
14. Pol. 624
15. Pol. 805
16. Pol. 813
- [17. 2 CFR 200.334-200.338](#)
18. Pol. 800
- [19. 2 CFR 200.336](#)
- [20. 2 CFR 200.334](#)
- [21. 34 CFR 75.730-75.732](#)
- [22. 34 CFR 76.730-76.732](#)
- [23. 2 CFR 200.337](#)

24. Pol. 113.4

25. Pol. 216

26. Pol. 324

27. Pol. 830

28. Pol. 830.1

[29. 2 CFR 200.331-200.332](#)

[30. 2 CFR 200.339](#)

[31. 2 CFR 200.340](#)

[32. 2 CFR 200.113](#)

[33. 2 CFR 200.217](#)

[34. 41 U.S.C. 4712](#)

Pol. 610

Pol. 611

Pol. 612

Pol. 613

Pol. 625

## 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)

<b>2024 Procurement Thresholds</b>		
PA State Quotation Threshold	<del>\$12,900</del> \$13,200	Adjusted based on Consumer Price Index published in PA Bulletin (24 P.S. Sec. 120)
PA State Bid Threshold	<del>\$23,800</del> \$24,500	Adjusted based on Consumer Price Index published in PA Bulletin (24 P.S. Sec. 120)
Federal Micro-Purchase Threshold	<del>\$10,000</del> \$15,000	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	<del>\$250,000</del> \$350,000	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~~ **Director of Finance** under the authority of the Board.

## **Standard Procurement Documents and Purchase Request Process**

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

The district shall use paper and/or electronic purchasing records, which are pre-numbered and are accessible to designated purchasing staff in the Business Office.

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 **Director of Finance**.

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.

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 Board Secretary, ~~Business Manager~~ **Director of Finance**, Superintendent and the 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**

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 ~~\$10,000~~ **\$15,000**. 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 ~~\$10,000~~ **\$15,000**.(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~~ **Director of Finance** 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**

For purposes of this procedure, **small purchase procedures** are those relatively simple and informal procurement methods for securing equipment or supplies that cost more than the amount qualifying as a micro-purchase and do not ~~\$23,800~~ **\$24,500** 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 ~~\$250,000~~ **\$350,000** 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 construction, repair or maintenance services costing ~~\$23,800~~ **\$24,500** or more because the School Code requires formal competitive bidding at that level of cost.

The base amount at which bidding is required under state law for purchases of equipment, supplies and construction, maintenance or repair 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 ~~\$23,800~~ ~~\$24,500~~. (24 P.S. Sec. 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~~ ~~\$350,000~~. (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, 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 bidding or competitive proposals are required (~~\$250,000~~ ~~\$350,000~~).

**[See Food Service Program Notes below for exemption from bidding for purchases of perishable food items costing less than ~~\$250,000~~ ~~\$350,000~~.]**

If small purchase procedures are used, written or telephonic price or rate quotations 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**

#### **Publicly Solicited Sealed Competitive Bids:**

For purchases of equipment or supplies, or of services for construction, maintenance or repairs of school facilities, 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 ~~\$23,800~~ ~~\$24,500~~ or more. (Pol. 610)

**Note: The amount at which formal competitive bidding or competitive proposals are required by federal regulations is much higher than the base amount at which the School Code requires competitive bidding. 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. (24 P.S. Sec. 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. For procurement of such other services for federally funded 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 ~~\$250,000~~ ~~\$350,000~~.

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 ~~\$250,000~~ **\$350,000**. (48 CFR Subpart 2.1, 2 CFR 200.102)

For procurement of services costing at or over the ~~\$250,000~~ **\$350,000** 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 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.]**

### **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 ~~\$23,800~~ **\$24,500** or more. 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 to formal competitive bidding when conditions are not appropriate for the use of sealed bids.

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 ~~\$250,000~~ **\$350,000**.

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 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 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 Director of Finance** and/or the Federal Programs Coordinator based on factors including but not limited to:

1. Cost, Experience of contractor, Availability, Personnel qualifications, Financial stability, Minority business, women's business enterprise, or labor surplus area firm status, Project management expertise, and Understanding of district needs.

Evaluations shall be completed in a timely manner, documented and shall be reviewed by the **Business Manager Director of Finance** and/or the Federal Programs Coordinator.

### **Contract/Price Analysis**

The district performs a cost or price analysis in connection with every procurement action in excess of ~~\$250,000~~ **\$350,000**, including contract modifications. (2 CFR Sec. 200.323(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 Director of Finance** and the Federal Programs Coordinator must come to an independent estimate prior to receiving bids or proposals. (2 CFR Sec. 200.323(a)). As part of the analysis, the **Business Manager Director of Finance** 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.

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~~ **Director of Finance** and the Federal Programs Coordinator.

## 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 is available only from a single source.
2. The public exigency or emergency for the requirement will not permit a delay resulting from 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 ~~\$250,000~~ **\$350,000**.

## **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)

## **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.

## **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. 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 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 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~~ **Director of Finance** and/or the 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, 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 (~~\$250,000~~ **\$350,000**). Small purchase procedures may be used for purchases below ~~\$250,000~~ **\$350,000**, or micro-purchase procedures for purchases below ~~\$10,000~~ **\$15,000**. 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.

*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)

# FOX CHAPEL AREA SCHOOL DISTRICT

Book	Policy Manual
Section	800 Operations
Title	Relations With Law Enforcement Agencies
Code	805.1
Status	Second Reading/Adoption
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## **Purpose**

The Board recognizes that cooperation with law enforcement agencies is considered essential for protecting students and staff, maintaining a safe environment in schools and safeguarding district property.

## **Authority**

It shall be the policy of the Board to establish and maintain a cooperative relationship between the school district and law enforcement agencies with jurisdiction over school property of the school district in maintaining school safety and security; responding to school safety and security reports; and reporting and resolution of incidents that occur on school property, at any school-sponsored activity or on any conveyance providing transportation to or from a school or school-sponsored activity.[\[1\]](#)[\[2\]](#)[\[3\]](#)[\[4\]](#)[\[5\]](#)

The Board directs the Superintendent to execute and update, on a biennial basis, a memorandum of understanding with each law enforcement agency that has jurisdiction over school property in accordance with state law and regulations.[\[1\]](#)[\[2\]](#)[\[6\]](#)

## **Definition**

**Incident** - an instance involving an act of violence; the possession of a weapon by any person; 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 by any person on school property; or conduct that constitutes an offense listed in the school safety and security provisions of School Code.[\[2\]](#)[\[7\]](#)[\[8\]](#)[\[9\]](#)[\[10\]](#)[\[11\]](#)[\[12\]](#)[\[13\]](#)[\[14\]](#)[\[15\]](#)[\[16\]](#)

## **Guidelines**

Memorandum of Understanding

In accordance with state law and regulations, the Superintendent shall form an advisory committee composed of relevant school staff to assist in the development of a memorandum of understanding with law enforcement. The Superintendent shall execute and update, every two (2) years, a memorandum of understanding with each law enforcement agency that has jurisdiction over school property. The memorandum of understanding shall be signed by the Superintendent, chief of police of the law enforcement agency with jurisdiction over the relevant school property and each building principal, and be filed with the PA Department of Education.[\[1\]](#)  
[\[2\]](#)[\[6\]](#)

In developing and updating the memorandum of understanding, the district shall consult and consider the model memorandum of understanding, in accordance with applicable law and regulations.[\[1\]](#)[\[2\]](#)[\[6\]](#)

The memorandum of understanding shall comply with state law and regulations and set forth:[\[1\]](#)  
[\[2\]](#)[\[6\]](#)

1. A procedure for law enforcement agency review of the district's annual incident report required by law, prior to the Superintendent filing the report with the PA Department of Education.
2. A procedure for the resolution of incident data discrepancies in the report prior to filing the report.
3. **A procedure for the timely coordination between the district's threat assessment team and the law enforcement agency, as necessary.**[\[17\]](#)
4. Additional matters pertaining to crime prevention agreed to between the Superintendent and the law enforcement agency.

#### Students With Disabilities

The district shall provide a copy of its administrative regulations and procedures for behavior support, developed in accordance with the Special Education Plan, to each law enforcement agency that has jurisdiction over school property. Updated copies shall be provided each time the administrative regulations and procedures for behavior support are revised by the district.[\[18\]](#)  
[\[19\]](#)[\[20\]](#)[\[21\]](#)

The district shall invite representatives of each law enforcement agency that has jurisdiction over school property to participate in district training on the use of positive behavior supports, de-escalation techniques and appropriate responses to student behavior that may require intervention, as included in the district's Special Education Plan and positive behavior support program.[\[18\]](#)[\[19\]](#)[\[20\]](#)[\[21\]](#)[\[22\]](#)

#### Training

The district shall invite representatives of each law enforcement agency that has jurisdiction over school property to participate in district training related to subjects that enhance understanding of and build positive relationships with students, which may include but not be limited to training on trauma-informed approaches, restorative practices, suicide awareness and prevention, child abuse recognition and reporting, maintaining confidentiality of students' personally identifiable information and maintaining professional adult/student boundaries.[\[4\]](#)[\[23\]](#)[\[24\]](#)[\[25\]](#)[\[26\]](#)[\[27\]](#)[\[28\]](#)

#### Referral to Law Enforcement

The Superintendent or designee shall immediately report required incidents and may report discretionary incidents committed on school property, at any school-sponsored activity or on a conveyance providing transportation to or from a school or school-sponsored activity, to the law

enforcement agency that has jurisdiction over the school's property, in accordance with state law and regulations, the procedures set forth in the memorandum of understanding with law enforcement and Board policies.[\[1\]](#)[\[2\]](#)[\[7\]](#)[\[9\]](#)[\[10\]](#)[\[11\]](#)[\[12\]](#)[\[13\]](#)[\[14\]](#)[\[15\]](#)[\[16\]](#)[\[21\]](#)[\[29\]](#)[\[30\]](#)[\[31\]](#)[\[32\]](#)

### School Safety and Security Incidents Report

Annually, by July 31, the Superintendent shall report on the designated form, to the PA Department of Education, all new incidents as required by state law.[\[2\]](#)

Prior to submitting the incidents report, the Superintendent and each law enforcement agency having jurisdiction over school property shall do all of the following:[\[2\]](#)

1. No later than thirty (30) days prior to the deadline for submitting the report to the PA Department of Education, the Superintendent shall submit the report to the law enforcement agency that has jurisdiction over the relevant school property. The law enforcement agency shall review the report and compare the data regarding criminal offenses and notification of law enforcement to determine whether the report accurately reflects law enforcement incident data.
2. No later than fifteen (15) days prior to the deadline for the Superintendent to submit the report to the PA Department of Education, the law enforcement agency shall notify the Superintendent, in writing, whether the report accurately reflects law enforcement incident data. Where the law enforcement agency determines that the report accurately reflects law enforcement incident data, the chief of police shall sign the report. Where the law enforcement agency determines that the report does not accurately reflect law enforcement incident data, the law enforcement agency shall indicate any discrepancies between the report and law enforcement incident data.
3. Prior to submitting the report to the PA Department of Education, the Superintendent and the law enforcement agency shall attempt to resolve any discrepancy between the report and law enforcement incident data. If a discrepancy remains unresolved, the law enforcement agency shall notify the Superintendent and the PA Department of Education in writing.
4. Where a law enforcement agency fails to take action as required above, the Superintendent shall submit the report to the PA Department of Education and indicate that the law enforcement agency failed to take the required action.

Legal

[1. 24 P.S. 1306.2-B](#)

[2. 24 P.S. 1319-B](#)

[3. 22 PA Code 10.1](#)

4. Pol. 805

5. Pol. 805.2

[6. 22 PA Code 10.11](#)

[7. 22 PA Code 10.2](#)

[8. 35 P.S. 780-102](#)

9. Pol. 218

10. Pol. 218.1

11. Pol. 218.2

- 12. Pol. 222
- 13. Pol. 227
- 14. Pol. 323
- 15. Pol. 351
- 16. Pol. 904
- [17. 24 P.S. 1302-E](#)
- [18. 22 PA Code 10.23](#)
- [19. 22 PA Code 14.104](#)
- 20. Pol. 113
- 21. Pol. 113.2
- [22. 22 PA Code 14.133](#)
- 23. Pol. 113.4
- 24. Pol. 216
- 25. Pol. 333
- 26. Pol. 806
- 27. Pol. 819
- 28. Pol. 824
- [29. 22 PA Code 10.21](#)
- [30. 22 PA Code 10.22](#)
- 31. Pol. 103.1
- 32. Pol. 113.1
- [22 PA Code 10.24](#)
- [75 Pa. C.S.A. 3345.1](#)
- Pol. 909

# FOX CHAPEL AREA SCHOOL DISTRICT

Book	Policy Manual
Section	800 Operations
Title	School Security Personnel
Code	805.2
Status	Second Reading/Adoption
Adopted	May 8, 2023
Last Revised	April 7, 2026
Last Reviewed	February 3, 2026
Prior Revised Dates	1/13/2025

## **Authority**

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

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

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

## **Definitions**

**School security personnel** - school police officers, school resource officers and school security guards.[\[2\]](#)

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

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

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

## **Delegation of Responsibility**

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

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

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

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

**8. Meet regularly with building leadership.**

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

**The School Safety and Security Coordinator must complete any additional continuing education as required by the School Safety and Security Committee.[3]**

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

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

1. Threat assessment team information, including verification of compliance with law and regulations, the number and composition of the district's threat assessment team(s), the total number of threats assessed in the past year and additional information on threat assessment required by the Superintendent or designee, in accordance with Board policy. [7][14]
2. The number and type(s) of school security personnel contracted or employed by the district, including:[3]
  - a. The number of school security personnel that are armed, listed by type(s) of personnel.
  - b. The school building at which each school security personnel is assigned, listed by type(s) of personnel.
  - c. The training, including the type of training and completion dates, of each school security personnel, listed by type(s) of personnel.
  - d. A listing of other individuals utilized by the district for school safety-related duties.
3. **An attendance report of the school and building personnel present at each school safety and security meeting, including yearly attendance totals.**
4. Reports of required emergency preparedness, fire, bus evacuation and school security drills.[11]
5. Information on required school safety and security training and resources provided to students and staff.[11]
6. Safe2Say Something aggregate data, including a breakdown of Life Safety and Non-Life Safety reports received.
7. School safety and security incident reports for the previous year(s) and/or data collected to date for the current year.[21]
8. Updates regarding the district's memorandum of understanding with law enforcement agencies.[21]
9. Updates to laws, regulations and/or Board policies related to school safety and security.
10. Information on tours, inspections and/or School Safety and Security Assessments of school facilities and programs.
11. Information on grants or funding applied for and/or received in support of school safety and security efforts.

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

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

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

## **Guidelines**

### School Police Officers

The district shall employ and/or contract for one or more school police officers and apply to the appropriate court for appointment and powers of authority, in accordance with the provisions of law.[\[2\]](#)[\[22\]](#)[\[23\]](#)[\[24\]](#)[\[25\]](#)[\[26\]](#)

Within thirty (30) days of court approval for appointment of a school police officer, the district shall notify the School Safety and Security Committee and submit a copy of the court's order.  
[\[22\]](#)

### **School police officer - [\[2\]](#)[\[23\]](#)[\[24\]](#)**

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

### *Background Checks -*

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

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

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

### *Requirements -*

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

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

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

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

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

School police officers shall successfully complete required training, in accordance with law, and other required staff training, including district training on the use of positive behavior supports, de-escalation techniques and appropriate responses to behavior for students with disabilities, in accordance with law, regulations and Board policy.[\[38\]](#)[\[39\]](#)[\[40\]](#)[\[41\]](#)[\[42\]](#)

School police officers shall possess and exercise the following duties:[\[43\]](#)

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

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

### School Security Guards

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

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

### *Background Checks –*

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

The district shall conduct a law enforcement agency background investigation in compliance with applicable law and regulations for all school security guards employed by the district and shall review a background investigation conducted for all school security guards employed by an

independent contractor or third-party vendor.[\[31\]](#)[\[32\]](#)

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

#### *Requirements -*

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

1. School safety support services.
2. Enhanced campus supervision.
3. Assistance with disruptive students.
4. Monitoring visitors on campus.[\[48\]](#)
5. Coordination with law enforcement officials, including school police officers.
6. Security functions which improve and maintain school safety.

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

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

#### Other Agreements

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

#### Legal

- [1. 24 P.S. 1316-C](#)
- [2. 24 P.S. 1301-C](#)
- [3. 24 P.S. 1309-B](#)
4. Pol. 146.1
5. Pol. 227
6. Pol. 236
7. Pol. 236.1
8. Pol. 249
9. Pol. 333
10. Pol. 351
11. Pol. 805
12. Pol. 819
- [13. 24 P.S. 1310-B](#)
- [14. 24 P.S. 1302-E](#)

[15. 24 P.S. 1305-B](#)  
[16. 24 P.S. 1316-B](#)  
[17. 24 P.S. 1205.1](#)  
[18. 24 P.S. 1205.5](#)  
19. Pol. 006  
20. Pol. 235.1  
21. Pol. 805.1  
[22. 24 P.S. 1302-C](#)  
[23. 24 P.S. 1310-C](#)  
[24. 24 P.S. 1311-C](#)  
25. Pol. 304  
26. Pol. 818  
[27. 24 P.S. 111](#)  
[28. 24 P.S. 111.1](#)  
[29. 23 Pa. C.S.A. 6344](#)  
[30. 23 Pa. C.S.A. 6344.3](#)  
[31. 37 PA Code 241.5](#)  
[32. 44 Pa. C.S.A. 7301 et seq](#)  
[33. 37 PA Code 241.6](#)  
[34. 44 Pa. C.S.A. 7310](#)  
[35. 24 P.S. 1303-C](#)  
[36. 37 PA Code 241.1 et seq](#)  
[37. 24 P.S. 1304-C](#)  
[38. 24 P.S. 1305-C](#)  
[39. 22 PA Code 10.23](#)  
[40. 22 PA Code 14.104](#)  
[41. 22 PA Code 14.133](#)  
42. Pol. 113.2  
[43. 24 P.S. 1306-C](#)  
[44. 24 P.S. 1307-C](#)  
45. Pol. 909  
[46. 24 P.S. 1313-C](#)  
[47. 24 P.S. 1314-C](#)  
48. Pol. 907  
[49. 24 P.S. 1309-C](#)  
[50. 42 Pa. C.S.A. 8953](#)  
[51. 53 Pa. C.S.A. 2303](#)  
[24 P.S. 1306.2-B](#)  
[24 P.S. 1319-B](#)  
[53 Pa. C.S.A. 2301 et seq](#)

Pol. 705

Pol. 709

Fox Chapel Area School District

Combined Agenda Study Session  
and Regular Business Meeting

April 7, 2026

Resolution 2026-4

## Resolution 2026-4

### A RESOLUTION OF THE FOX CHAPEL AREA SCHOOL DISTRICT BOARD OF DIRECTORS URGING THE ALLEGHENY COUNTY COUNCIL TO MANDATE AND IMPLEMENT A SYSTEM OF REGULAR, PERIODIC PROPERTY TAX REASSESSMENTS.

**WHEREAS**, property tax revenue makes up the vast majority of funding for the education of our students and the maintenance of our facilities in the Fox Chapel Area School District and all school districts across Allegheny County; and

**WHEREAS**, Allegheny County continues to utilize a "**base year**" assessment system last updated in 2012, which relies on outdated property values that fail to reflect the economic realities of 2026; and

**WHEREAS**, Pennsylvania remains one of the few U.S. states without a mandated reassessment cycle, putting our children's education, access to athletics and the arts, and embedded mental health services at severe risk; and

**WHEREAS**, the recent volatility of the Common Level Ratio (CLR)—which dropped significantly from 81.1% in 2022 to 50.14% for 2026—has caused a **dramatic erosion of the local tax base**, forcing the District to continuously reevaluate how to maintain essential services; and

**WHEREAS**, large commercial property owners and owners of high value residential properties are incentivized by the CLR to participate in an appeals process that favors appellants with access to legal counsel and capital for retaining private assessors, a process that has resulted in an increasing burden for residential property owners across Allegheny County; and

**WHEREAS**, the resulting volatility and uncertainty of the total assessed value of real estate make it difficult to accurately forecast the District's future financial position, endangering long-term capital improvements, cost-saving initiatives, and overall financial resiliency; and

**WHEREAS**, the District relies on stable property tax revenue to provide a high-quality education, maintain safe facilities, and care for a community we proudly serve, a mission which cannot be sustained in the current assessment system without regular **millage increases** to support even essential services in the face of a shrinking assessment base.

**NOW, THEREFORE, BE IT RESOLVED** by the Board of Directors of the Fox Chapel Area School District as follows:

1. **Mandate for Change:** The Board formally urges the Allegheny County Council and the County Executive to immediately develop and pass an ordinance mandating a **periodic reassessment system** in which property assessment occurs regularly throughout Allegheny County, with any given property assessed no more frequently than every 3 years and no less often than every 5 years.

2. **Equity and Fairness:** The Board maintains that a predictable reassessment cycle is the only way to ensure every property owner pays their fair share—no more and no less—based on current property value in a process that accounts for appreciation, depreciation, and catastrophic loss while allowing homeowners, businesses, and school districts to plan for the future.
3. **Revenue Neutrality:** The Board acknowledges that under Pennsylvania law (Anti-Windfall provisions), a countywide reassessment is not a tool for a tax hike, but a tool for ensuring tax liability stabilization, budget predictability, and fairness.
4. **Distribution:** A copy of this resolution shall be sent to the elected boards and superintendents of every public school district in Allegheny County, to the Allegheny County Council, the County Executive, the State Legislators representing this District, and the Pennsylvania Department of Education. In September of 2026, a ledger of all Allegheny County School Districts that have passed this or similar resolutions demanding cyclic reassessment will be distributed to those above.

**DULY ADOPTED** this 7th day of April, 2026, by the Board of School Directors of the Fox Chapel Area School District.

**ATTEST:**

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Kathleen Anuszek, Secretary, Board of Directors

**APPROVED:**

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Marybeth Dadd, President, Board of Directors

Fox Chapel Area School District

Combined Agenda Study Session  
and Regular Business Meeting

April 7, 2026

Public School Facility Improvement Grant – Authorized Official Resolution

## **Appendix II – Authorized Official Resolution**

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Be it RESOLVED, that the Fox Chapel Area School District of Allegheny County hereby request a Public School Facility Improvement grant of \$5,000,000 from the Commonwealth Financing Authority to be used for the Fox Chapel Area High School Mechanical Project.

Be it FURTHER RESOLVED, that the Applicant does hereby designate Stephen Edwards (Director of Student Achievement and Instructional Verification and Daniel Bretkruetz (Director of Ancillary Services) as the officials to execute all documents and agreements between the Fox Chapel Area School District and the Commonwealth Financing Authority to facilitate and assist in obtaining the requested grant.

I, Kathleen Anuszek, duly qualified Secretary of the Fox Chapel Area School District, Allegheny County, PA, hereby certify that the forgoing is a true and correct copy of a Resolution duly adopted by a majority vote of the Fox Chapel Area School Board at a regular meeting held April 7, 2026 and said Resolution has been recorded in the Minutes of the Fox Chapel Area School District and remains in effect as of this date.

IN WITNESS THEREOF, I affix my hand and attach the seal of the Fox Chapel Area School District, this 7th day of April, 2026.

Fox Chapel Area School District  
\_\_\_\_\_  
Name of Applicant

Allegheny  
\_\_\_\_\_  
County

\_\_\_\_\_  
Secretary

Fox Chapel Area School District

Combined Agenda Study Session  
and Regular Business Meeting

April 7, 2026

Incident IQ – Quote



Quote Name Fox Chapel Area School District - PA - [T,A] - Platform Acquisition Created Date 3/23/2026  
Company Address 750 Glenwood Ave SE Suite 320 Atlanta, GA 30316 US Expiration Date 6/30/2026  
Quote Number 55809  
Contract Start Date 7/1/2026  
Contract End Date 6/30/2027

Bill To Name Fox Chapel Area SD Ship To Name Fox Chapel Area SD  
Bill To 611 Field Club Rd Pittsburgh, PA United States Ship To 611 Field Club Rd Pittsburgh, PA United States

Product Code	Product	Product Description	Line Item Description	Sales Price	Quantity
IIQ-1000	iiQ Platform with Ticketing	Incident IQ Platform with iiQ Ticketing core product, Subscription	iiQ Ticketing Essentials	\$9,985.22	1.00
IIQ-6200	iiQ Assets	Incident IQ Assets product (add-on), Subscription		\$6,989.65	1.00

Total Price \$16,974.87

#### Notes

Annual Quote: Ticketing and Asset Management

Fox Chapel Area School District

Combined Agenda Study Session  
and Regular Business Meeting

April 7, 2026

Enrollment and Fire Drills

**Fox Chapel Area School District**

**Enrollment  
April 2026**

School	Pre-K	K	1	2	3	4	5	6	7	8	9	10	11	12	Total
Fairview Elementary School		18	20	22	20	22	26								397
		18	18	19	19	23	26								
		18	20	22	20	22	26								
		18													
Hartwood Elementary School		24	20	18	23	28	26								405
		23	22	16	23	27	24								
		22	20	17	21	26	25								
Kerr Elementary School	20	23	24	19	23	22	26								456
		23	24	18	23	23	27								
		24	25	19	24	24	26								
				19											
O'Hara Elementary School		22	22	20	21	21	26								757
		22	22	21	22	22	27								
		21	22	22	22	21	26								
		22	23	21	23	24	25								
		22	21	21	20	24	25								
		21	22		21	20									
Dorseyville Middle School								326	340	317					983
Fox Chapel Area High School											334	358	332	305	1,329
<b>TOTAL</b>	<b>20</b>	<b>341</b>	<b>325</b>	<b>294</b>	<b>325</b>	<b>349</b>	<b>361</b>	<b>326</b>	<b>340</b>	<b>317</b>	<b>334</b>	<b>358</b>	<b>332</b>	<b>305</b>	<b>4,327</b>

As of March 2026

**Fire Drills**

- Fairview Elementary School
- Hartwood Elementary School
- Kerr Elementary School
- O'Hara Elementary School
- Dorseyville Middle School
- Fox Chapel Area High School

- 3/10/26 02 Minutes 02 Seconds
- 3/16/26 06 Minutes 23 Seconds
- 3/10/26 01 Minutes 59 Seconds
- 3/13/26 04 Minutes 00 Seconds
- 3/6/26 08 Minutes 00 Seconds
- 3/6/26 02 Minutes 35 Seconds