

Policy Number 102
Title Academic Standards
Version v3 · 8/26/2026 · DRAFT

Academic Standards

PURPOSE

The Board recognizes the importance of developing, assessing and expanding academic standards to challenge students to achieve at their highest level possible. To this end, the district shall establish rigorous academic standards in accordance with, and may expand upon, those adopted by the State Board of Education.[1][2]

DEFINITION

Academic standards means what a student should know and be able to do at a specified grade level. For purposes of this policy, the term **academic standards** encompasses Pennsylvania Core Standards, **Pennsylvania Integrated Standards**, state academic standards and local academic standards.[2][3]

AUTHORITY

The Board shall approve academic standards for district students to attain, in the following content areas:[2]

1. English Language Arts (reading, writing, speaking and listening) - **PA Core Standards**.
2. Mathematics - **PA Core Standards**.
3. Science, Environment, Ecology, Technology and Engineering (Grades K-5) - **PA Integrated Standards**.
4. Science, Environment and Ecology (Grades 6-12).
5. Technology and Engineering (Grades 6-12).
6. Social Studies (history, geography, civics and government, economics) - to include **PA Core Standards** reading in history and social studies, and writing for history and social studies.
7. Arts and Humanities.
8. Career Education and Work.
9. Health, Safety and Physical Education.
10. Family and Consumer Sciences.
11. **Personal Finance**.

Guidelines

The district’s curriculum shall be designed to provide students with the planned instruction needed to attain established academic standards. **Such standards require the incorporation of education on social media literacy.**^[2]^[4] ^[5]

The district shall address social media literacy by providing instruction to students on the potential health and academic impacts, and safety and security concerns associated with social media use. ^[9]

The district shall assess individual student attainment of established academic standards and provide assistance for students having difficulty attaining academic standards.^[2]^[6] ^[7]

Students with disabilities may attain academic standards by completion of their Individualized Education Programs in accordance with law, regulations and Board policy.^[2]^[8]

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Footnotes

[1]

22 PA Code 4.11
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[2]

22 PA Code 4.12
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[4]

Pol. 105
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Pol. 127
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Pol. 212
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[8] **Pol. 113**
Policy Reference Open policy 

[9] **24-P-S-1556**
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Legal References

- [1] 22 PA Code 4.11
- [2] 22 PA Code 4.12
- [3] 22 PA Code 4.3
- [4] Pol. 105
- [5] Pol. 107
- [6] Pol. 127
- [7] Pol. 212
- [8] Pol. 113
- [9] 24-P-S-1556 — 24 P.S. 1556

Policy Number 105
Title Curriculum
Version v3 · 8/26/2026 · DRAFT

Curriculum

PURPOSE

The Board recognizes its responsibility for the development, assessment and improvement of the educational program of the schools. To this end, the curriculum shall be evaluated, developed and modified on a continuing basis and in accordance with a plan for curriculum improvement.[1]

DEFINTION

For purposes of this policy, curriculum shall be defined as a series of planned instruction aligned with established academic standards in each subject that is coordinated, articulated and implemented in a manner designed to result in the achievement of academic standards at the proficient level by all students.[2][3][4]

AUTHORITY

The Board shall be responsible for the curriculum of the district's schools. The curriculum shall be designed to provide students the opportunity to achieve the academic standards established by the Board. Attaining the academic standards requires students to demonstrate the acquisition and application of knowledge.[1][3][4]

In order to provide a quality educational program for district students, the Board shall adopt a curriculum plan that includes the requirements for courses to be taught; subjects to be taught in the English language; courses adapted to the age, development and needs of students; and strategies for assisting those students having difficulty attaining the academic standards.[1][3][5][6][7][8]

Special Instruction/Observances

The district's curriculum plan must also include provisions for special instruction and observances to comply with state and federal law including, but not limited to, Constitution Day and Citizenship Day, Arbor Day and the Bill of Rights Week.[20][21][22]

GUIDELINES

The district's curriculum shall provide the following:

1. {x} Continuous learning through effective collaboration among the schools of this district.
2. {x} Continuous access for all students to sufficient programs and services of a library/media facility and classroom collection to support the educational program.[9]

3. {x} Guidance and counseling services for all students to assist in career and academic planning.[23]
4. {x} A continuum of educational programs and services for all students with disabilities, pursuant to law and regulation. [11]
5. {x} Language Instruction Educational Program for English Learner students, pursuant to law, and regulation and Board policy.[12] [13]
6. {x} Compensatory education programs for students, pursuant to law and regulation.
7. {x} Equal educational opportunity for all students, pursuant to law and regulation. [14] [15]
8. {x} Career awareness and vocational education, pursuant to law and regulation. [16]
9. {x} Educational opportunities for identified gifted students, pursuant to law and regulation. [17]
10. {x} Regular and continuous instruction in required safety procedures. [18]

DELEGATION OF RESPONSIBILITY

As the educational leader of the district, the Superintendent shall be responsible to the Board for the district's curriculum. The Superintendent shall establish procedures for curriculum development, evaluation and modification, which ensure the utilization of available resources, and effective participation of [1]

{x} administrators

{x} teaching staff members

A listing of all curriculum materials shall be made available for the information of parents/guardians, students, staff and Board members.[1] [19]

{x} With prior Board approval, the Superintendent may conduct pilot programs as deemed necessary to the continuing improvement of the instructional program. The Superintendent shall report periodically to the Board on the status of each pilot program, along with its objectives, evaluative criteria, and costs.

{x} The Board encourages, where it is feasible and in the best interest of district students, participation in state-initiated pilot programs of educational research.

{x} The Board directs the Superintendent to pursue actively state and federal aid in support of research activities.

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Footnotes

- [1] 22 PA Code 4.4
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[2] **22 PA Code 4.3**
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[3] **22 PA Code 4.12**
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[4] **Pol. 102**
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[5] **24 P.S. 1511**
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[6] **24 P.S. 1512**
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[7] **Pol. 107**
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[8] **Pol. 127**
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[9] **Pol. 109**
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[11] **Pol. 113**
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[12] **22 PA Code 4.26**
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[13] **Pol. 138**
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[14] **Pol. 103**
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[15] **Pol. 103.1**
Policy Reference Open policy 

[16] **Pol. 115**
Policy Reference Open policy 

[17] **Pol. 114**
Policy Reference Open policy 

[18] **Pol. 805**
Policy Reference Open policy 

[19] **Pol. 105.1**
Policy Reference Open policy 

[20] **24 P.S. 1541-1555**

[21] **36 U.S.C. 106**

[22] **P.L. 108-447 — P.L. 108-447**

[23] **Pol. 112**
Policy Reference Open policy 

[31] **24 P.S. 1511**
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Legal References

- [1] **22 PA Code 4.4**
- [2] **22 PA Code 4.3**
- [3] **22 PA Code 4.12**
- [4] **Pol. 102**
- [5] **24 P.S. 1511**
- [6] **24 P.S. 1512**
- [7] **Pol. 107**
- [8] **Pol. 127**
- [9] **Pol. 109**
- [11] **Pol. 113**
- [12] **22 PA Code 4.26**
- [13] **Pol. 138**
- [14] **Pol. 103**

[15] Pol. 103.1

[16] Pol. 115

[17] Pol. 114

[18] Pol. 805

[19] Pol. 105.1

[20] 24 P.S. 1541-1555 — 24 P.S. 1541-1555

[21] 36 U.S.C. 106 — 36 U.S.C. 106

[22] P.L. 108-447 — P.L. 108-447

[23] Pol. 112

[31] 24 P.S. 1511

Policy Number 204.1
Title Virtual Attendance and Wellness Checks
Version v2 · 8/26/2026

Virtual Attendance and Wellness Checks

PURPOSE

This policy establishes standards for wellness checks for students who receive academic instruction exclusively through the district's virtual instruction program for the full school year. Wellness checks are conducted to verify attendance and to facilitate the safety and well-being of students.

AUTHORITY

The Board directs the maintenance of a wellness check process that complies with state law.^[1]

This policy shall be posted on the district's publicly accessible website.^[1]

DEFINITION

District employee/representative – a district teacher, administrator or other district representative who is subject to mandated reporter requirements for child abuse under the Child Protective Services Law.^{[2][3]}

DELEGATION OF RESPONSIBILITY

The Superintendent or designee shall be responsible for implementing this policy.

It shall be the responsibility of the designated district employee/representative to administer wellness check procedures in accordance with applicable law and this policy.

GUIDELINES

Weekly Wellness Checks

Weekly wellness checks must be conducted for each student enrolled in the district's virtual instruction program who receives academic instruction exclusively through virtual means for the full school year.^[1]

At least once during any week consisting of three (3) or more full or partial academic instructional days, a district employee/representative shall ensure that each student is visibly seen and communicated with in real time either, in person or through electronic means.^[1]

Wellness Check Methods

Acceptable methods of conducting wellness checks include:^[1]

1. A student turning on a webcam and the district employee/representative visibly seeing and communicating with the student during synchronous online instruction.
2. Virtual or face-to-face participation by the student in any of the following activities:
 - a. Health screenings.
 - b. Standardized testing.
 - c. Advising sessions.
 - d. Tutoring sessions.
 - e. In person, school-sponsored activities chaperoned by a district employee/representative.

Excused Absence Exemptions

A student may be exempt from a wellness check on the day a check is attempted if the student has an excused absence pursuant to applicable attendance requirements.[1] [4] [5]

If this occurs, the district shall conduct the wellness check on the next school day or another school day during the same week. If a student has an excused absence for all school days during the same week, the student shall be exempt from the wellness check requirement for that week.[1] [4][5]

Internet or Power Outage Exemptions

A student may be exempt from a wellness check when the student's household experiences a documented Internet or power outage during the day and time of the attempted wellness check.[1]

If this occurs, the district shall conduct the wellness check on the next school day or another school day during the same week following resolution of the outage.[1]

The student's parent/guardian shall provide documentation of the outage to the district as soon as possible.[1]

Failure to Complete a Required Wellness Check

Within one (1) school day after a student fails to complete a required wellness check, the district shall:[1]

1. Make documented and ongoing efforts to complete the required wellness check and contact the student's parent/guardian using at least two (2) different methods of communication; and
2. Provide written notice to the parent/guardian, in the parent's/guardian's preferred language, stating that the required wellness check has not been completed.

Wellness Review Conference

If the required wellness check is not completed within three (3) school days following the issuance of written notice, the district shall immediately schedule a wellness review conference to occur within one (1) school day. The wellness review conference may be conducted in person or through electronic means.[1]

The wellness review conference will be conducted to:[1]

1. Complete the required wellness check through real-time visual interaction with the student;
2. Reestablish communication with the student and the student's parent/guardian; and
3. Identify interventions to facilitate future participation in wellness checks.

The wellness review conference shall convene as scheduled regardless of whether the student or the student's parent/guardian participates.^[1]

In-Person Wellness Check

If a student does not participate in the wellness review conference, the district must conduct an in-person wellness check within twenty-four (24) hours of the scheduled conference, even if this time period falls on a weekend or holiday.^[1]

{x} When the district has been unable to reach or obtain a response from the student or the student's parent/guardian, the Superintendent or designee shall consult with the district solicitor for guidance.

Wellness Check Records

The district shall maintain accurate records of all wellness checks, including the date, time, method, and outcome of each check.^[1]

District administrators are prohibited from altering attendance records for wellness checks after a wellness check has been performed, except to correct an identified error.^[1]

Reporting Requirements

Any district employee/representative who observes an indications of abuse, neglect or harm to a child during a wellness check, wellness review conference, or related contact, the district employee/representative is required to report the concerns in accordance with law and Board policy.^{[1][2][3]}

The district shall maintain documentation sufficient to demonstrate compliance with this policy and applicable law.^[1]

Such documentation shall be provided to the Pennsylvania Department of Education (PDE) upon request. Failure to comply with the with such requests may result in:^[1]

1. A requirement to report to PDE the date, time and method of each wellness check for each student enrolled exclusively in the district's virtual instruction program.
2. Mandating district educators, administrators and staff to complete child abuse recognition, prevention and reporting training annually.
3. Requiring the district to meet in person with each student enrolled in a virtual instruction program at least once during the school year following the school year in which the district was found to be out of compliance.
4. Prohibiting the district from being awarded a competitive state grant by PDE until the district demonstrates compliance.

Footnotes

[1] **24 P.S. 1327.4**

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[2] **23 Pa. C.S.A. 6301**

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[3] **Pol. 806**

Policy Reference

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[4] **24 P.S. 1329**

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[5] **Pol. 204**

Policy Reference

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Legal References

[1] **24 P.S. 1327.4 — 24 P.S. 1327.4**

[2] **23 Pa. C.S.A. 6301 et seq — 23 Pa. C.S.A. 6301 et seq**

[3] **Pol. 806**

[4] **24 P.S. 1329 — 24 P.S. 1329**

[5] **Pol. 204**

Policy Number 209
Title Health Examinations/Screenings
Version v3 · 8/26/2026 · DRAFT

Health Examinations/Screenings

AUTHORITY

In compliance with applicable law and regulations, and Board-approved health and safety plans, the Board shall require that district students submit to health and dental examinations, screenings and health monitoring in order to protect the school community from the spread of communicable disease and to ensure that the student's participation in health, safety and physical education courses meets the student's individual needs and that the learning potential of each student is not lessened by a remediable physical disability.^{[1][2][3][4]}

GUIDELINES

Each student shall receive a comprehensive health examination conducted by the school physician upon original entry, in sixth grade, and in eleventh grade.^{[2][4][5]}

Each student shall receive a comprehensive dental examination conducted by the school dentist upon original entry, in third grade, and in seventh grade.^{[3][4][5]}

A private health and/or dental examination conducted at the parents'/guardians' request and expense shall be accepted in lieu of the school examination. The district shall accept reports of privately conducted physical and dental examinations completed within one (1) year prior to a student's entry into the grade where an exam is required.^[5]

The school nurse or medical technician shall administer to each student vision tests, hearing tests, tuberculosis tests **and** other tests deemed **advisable at** intervals established by the district. Height and weight measurements shall be used to calculate the student's weight-for-height ratio.^{[2][4][6]}

The school nurse or other health care practitioner shall conduct measurements of height and weight for each student for the purpose of tracking growth patterns. Height and weight measurements will be conducted at intervals established by the district and in a manner that protects student confidentiality. Parents/Guardians have the right to request an exemption from height and weight measurements for their child, and the district must provide notification of the exemption request procedure.^{[2][25]}

Parents/Guardians of students who are to receive physical and dental examinations or screenings shall be notified. The notice shall include the date and location of the examination or screening and notice that the parents/guardians may attend. The notice shall encourage the parent/guardian to have the examination or screening conducted by

the student's private physician or dentist at the parent's/guardian's expense to promote continuity of care. Such statement may also include notification that the student may be exempted from such examination or screening if it is contrary to the parent's/guardian's religious beliefs.[7][8][9]

A student who presents a statement signed by the parent/guardian that a health examination is contrary to the student's or parent's/guardian's religious beliefs shall be examined only when the Secretary of Health determines that facts exist indicating that certain conditions would present a substantial menace to the health of others in contact with the student if the student is not examined for those conditions.[10][11]

Where it appears to school health officials or teachers that a student deviates from normal growth and development, or where school examinations reveal conditions requiring health or dental care, the parent/guardian shall be notified of the apparent need for a special examination by the student's private physician or dentist. The parent/guardian shall report to the school whether a special examination occurred. If the parent/guardian fails to report whether the examination occurred within a reasonable time after being notified of the apparent need and the abnormal condition persists, appropriate school health personnel shall arrange a special health examination for the student.[2][4][12]

In the event that the parent/guardian objects to or refuses to obtain a regular or special health or dental examination or refuses to permit the child to be examined as arranged by the school nurse or school physician, the school nurse, in consultation with the school physician, shall determine whether the student appears to have unaddressed health conditions such that under the circumstances the refusal should be reported to the PA Department of Health or other appropriate authorities.

Where school health officials or staff have reasonable cause to suspect that a student may be the victim of child abuse, the school employee shall make a report of suspected child abuse in accordance with law and Board policy.[13][14]

Health Monitoring

The Board directs district staff to monitor student health in accordance with applicable Board policy and the Board-approved health and safety plan.[15]

A student may request an alternative method of monitoring as a religious accommodation, and designated district staff shall assess and respond to such request in accordance with applicable law, regulations and Board policy. A request for an accommodation that would unreasonably impair safety or cause undue hardship will not be granted.[16]

A student with a health condition that may render a monitoring method ineffective should notify designated staff so that alternative or supplemental methods may be considered.[16][17]

Students who may be exhibiting symptoms that indicate health concerns shall be referred to the school nurse or designated staff for further assessment and response, in accordance with Board policy.[15]

Health Records

The district shall maintain for each student a comprehensive health record which includes a record of immunizations and the results of tests, measurements, regularly scheduled examinations and special examinations.[2]

All health records shall be confidential and shall be disclosed only when necessary for the health of the student or when requested by the parent/guardian, in accordance with law and Board policy.[18] [19] [20]

The district may disclose information from health records to appropriate parties in connection with an emergency when necessary to protect the health or safety of the student or other individuals, in accordance with applicable law and Board policy. [15] [18] [19] [20] [21] [22] [23]

Designated district staff shall request from the transferring school the health records of students transferring into district schools. Staff shall respond to such requests for the health records of students transferring from district schools to other schools.[18]

The district shall destroy student health records only after the student has not been enrolled in district schools for at least two (2) years.[18] [24]

DELEGATION OF RESPONSIBILITY

The Superintendent or designee shall instruct all staff members to continually observe students for conditions that indicate health concerns or disability and to promptly report such conditions to the school nurse or designated staff.[2]

The Superintendent or designee shall ensure that educational information and materials regarding eating disorder awareness and education are made available to students in grades six through twelve. Eating disorder awareness and educational materials must also be posted on the district's website.[26] [27]

The Superintendent or designee shall ensure that notice is provided to all parents/guardians regarding the existence of and eligibility for the Children's Health Insurance Program (CHIP).[12]

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Footnotes

[1] 24 P.S. 1401
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[2] 24 P.S. 1402
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[3] **24 P.S. 1403**

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[4] **22 PA Code 12.41**

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[5] **24 P.S. 1407**

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[6] **28 PA Code 23.1**

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[7] **24 P.S. 1405**

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[8] **28 PA Code 23.2**

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[9] **20 U.S.C. 1232h**

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[10] **24 P.S. 1419**

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[11] **28 PA Code 23.45**

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[12] **24 P.S. 1406**

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[13] **23 Pa. C.S.A. 6311**
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[14] **Pol. 806**
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[15] **Pol. 203**
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[16] **Pol. 103**
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[17] **Pol. 103.1**
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[18] **24 P.S. 1409**
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[19] **Pol. 113.4**
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[20] **Pol. 216**
Policy Reference
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[21] **20 U.S.C. 1232g**
uscode.house.gov
uscode.house.gov
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[22] **34 CFR Part 99**
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[23] **Pol. 805**
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[24] **Pol. 800**
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[25] **28 PA Code 23.7**
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[26] **24 P.S. 1408**
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[27] **24-P-S-1426**
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Legal References

- [1] 24 P.S. 1401
- [2] 24 P.S. 1402
- [3] 24 P.S. 1403
- [4] 22 PA Code 12.41
- [5] 24 P.S. 1407
- [6] 28 PA Code 23.1 et seq
- [7] 24 P.S. 1405
- [8] 28 PA Code 23.2
- [9] 20 U.S.C. 1232h
- [10] 24 P.S. 1419
- [11] 28 PA Code 23.45
- [12] 24 P.S. 1406
- [13] 23 Pa. C.S.A. 6311
- [14] Pol. 806
- [15] Pol. 203
- [16] Pol. 103
- [17] Pol. 103.1
- [18] 24 P.S. 1409
- [19] Pol. 113.4
- [20] Pol. 216
- [21] 20 U.S.C. 1232g
- [22] 34 CFR Part 99
- [23] Pol. 805
- [24] Pol. 800
- [25] 28 PA Code 23.7 — 28 PA Code 23.7
- [26] 24 P.S. 1408 — 24 P.S. 1408
- [27] 24-P-S-1426 — 24 P.S. 1426

Policy Number 246
Title School Wellness
Version v3 · 8/26/2026 · DRAFT

School Wellness

PURPOSE

The Wyoming Valley West School District recognizes that student wellness and proper nutrition are related to students' physical well-being, growth, development and readiness to learn. The Board is committed to providing a school environment that promotes student wellness, proper nutrition, nutrition education and promotion, and regular physical activity as part of the total learning experience. In a healthy school environment, students will learn about and participate in positive dietary and lifestyle practices that can improve student achievement.

AUTHORITY

The Board adopts this policy based on the recommendations of the Wellness Committee and in accordance with federal and state laws and regulations.^{[2][3]}

To ensure the health and well-being of all students, the Board establishes that the district shall provide to students:

1. A comprehensive nutrition program consistent with federal and state requirements.
2. Access at reasonable cost to foods and beverages that meet established nutrition guidelines.
3. Physical education courses and opportunities for developmentally appropriate physical activity during the school day.
4. Curriculum and programs for grades K-12 that are designed to educate students about proper nutrition and lifelong physical activity, in accordance with State Board of Education curriculum regulations and academic standards.

DELEGATION OF RESPONSIBILITY

The Superintendent or designee shall be responsible for the implementation and oversight of this policy to ensure each of the district's schools, programs and curriculum is compliant with this policy, related policies and established guidelines or administrative regulations.^{[2][3]}

Each building principal or designee shall annually report to the Superintendent or designee regarding compliance in his/her school.^[3]

Staff members responsible for programs related to school wellness shall report to the Superintendent or designee regarding the status of such programs.

- 1.

The Superintendent or designee and the established Wellness Committee shall conduct an assessment at least once every three (3) years on the contents and implementation of this policy as part of a continuous improvement process to strengthen the policy and ensure implementation. This triennial assessment shall be made available to the public in an accessible and easily understood manner and include:^{[2][3]}

1. The extent to which each district school is in compliance with law and policies related to school wellness.
2. The extent to which this policy compares to model wellness policies.
3. A description of the progress made by the district in attaining the goals of this policy.

At least once every three (3) years, the district shall update or modify this policy as needed, based on the results of the most recent triennial assessment and/or as district and community needs and priorities change; wellness goals are met; new health science, information and technologies emerge; and new federal or state guidance or standards are issued.^[3]

The district shall annually inform and update the public, including parents/guardians, students, and others in the community, about the contents, updates and implementation of this policy via the district website, student handbooks, newsletters, posted notices and/or other efficient communication methods. This annual notification shall include information on how to access the School Wellness policy; information about the most recent triennial assessment; information on how to participate in the development, implementation and periodic review and update of the School Wellness policy; and a means of contacting Wellness Committee leadership.^{[2][3]}

GUIDELINES

Recordkeeping

The district shall retain records documenting compliance with the requirements of the School Wellness policy, which shall include:^{[3][4]}

1. The written School Wellness policy.
2. Documentation demonstrating that the district has informed the public, on an annual basis, about the contents of the School Wellness policy and any updates to the policy.
3. Documentation of efforts to review and update the School Wellness policy, including who is involved in the review and methods used by the district to inform the public of their ability to participate in the review.
4. Documentation demonstrating the most recent assessment on the implementation of the School Wellness policy and notification of the assessment results to the public.

Wellness Committee

The district shall establish a Wellness Committee comprised of, but not necessarily limited to, at least one (1) of each of the following: School Board member, district administrator, district food service representative, student, parent/guardian, school health professional, physical education teacher and member of the public. It shall be the goal that committee membership will include representatives from each school building and reflect the diversity of the community.^[2]

The Wellness Committee shall serve as an advisory committee regarding student health issues and shall be responsible for developing, implementing and periodically reviewing and updating a School Wellness policy that complies with law to recommend to the Board for adoption.

The Wellness Committee shall review and consider evidence-based strategies and techniques in establishing goals for nutrition education and promotion, physical activity and other school based activities that promote student wellness as part of the policy development and revision process.^[3]

Advisory Health Council

An Advisory Health Council may be established by the Superintendent to study student health issues and to assist in organizing follow-up programs.^[5]

The Advisory Health Council may examine related research, assess student needs and the current school environment, review existing Board policies and administrative regulations, and raise awareness about student health issues.

The Advisory Health Council may make policy recommendations to the Board related to other health issues necessary to promote student wellness.

The Advisory Health Council may survey parents/guardians and/or students; conduct community forums or focus groups; collaborate with appropriate community agencies and organizations; and engage in similar activities, within the budget established for these purposes.

The Advisory Health Council shall provide periodic reports to the Superintendent or designee regarding the status of its work, as required.

Individuals who conduct student medical and dental examinations shall submit to the Advisory Health Council annual reports and later reports on the remedial work accomplished during the year, as required by law.^[5]

Nutrition Education

Nutrition education will be provided within the sequential, comprehensive health education program in accordance with curriculum regulations and the academic standards for Health, Safety and Physical Education, and Family and Consumer Sciences.^{[6][7][8]}

Nutrition education in the district shall teach, model, encourage and support healthy eating by students. Promoting student health and nutrition enhances readiness for learning and increases student achievement.

Nutrition education shall provide all students with the knowledge and skills needed to lead healthy lives.

Nutrition education lessons and activities shall be age-appropriate.

Nutrition curriculum shall teach behavior-focused skills, which may include menu planning, reading nutrition labels and media awareness.

School food service and nutrition education classes shall cooperate to create a learning laboratory.

Nutrition education shall be integrated into other subjects such as math, science, language arts and social sciences to complement but not replace academic standards based on nutrition education.

Lifelong lifestyle balance shall be reinforced by linking nutrition education and physical activity.

The staff responsible for providing nutrition education shall be properly trained and prepared and shall participate in appropriate professional development. The district shall develop standards for such training and professional development.[9]

Nutrition education shall extend beyond the school environment by engaging and involving families and the community.

Nutrition Promotion

Nutrition promotion and education positively influence lifelong eating behaviors by using evidence-based techniques and nutrition messages, and by creating food environments that encourage healthy nutrition choices and encourage participation in school meal programs.

District schools shall promote nutrition through the implementation of Farm to School activities, where possible. Activities may include, but not be limited to, the initiation/maintenance of school gardens, taste-testing of local products in the cafeteria and classroom, classroom education about local agriculture and nutrition, field trips to local farms and incorporation of local foods into school meal programs.

District staff shall cooperate with agencies and community organizations to provide opportunities for appropriate student projects related to nutrition.

District food service personnel shall review and implement research-based, behavioral economics techniques in the cafeteria to encourage consumption of more whole grains, fruits, vegetables and legumes, and to decrease plate waste.

Consistent nutrition messages shall be disseminated and displayed throughout the district, schools, classrooms, cafeterias, homes, community and media.

Consistent nutrition messages shall be demonstrated by avoiding use of unhealthy food items in classroom lesson plans and school staff avoiding eating less healthy food items in front of students.

District schools shall offer resources about health and nutrition to encourage parents/guardians to provide healthy meals for their children.

Physical Activity

District schools shall strive to provide opportunities for developmentally appropriate physical activity during the school day for all students.

District schools shall contribute to the effort to provide students opportunities to accumulate at least sixty (60) minutes of age-appropriate physical activity daily, as recommended by the Centers for Disease Control and Prevention. Opportunities offered at school will augment physical activity outside the school environment, such as outdoor play at home, sports, etc.

Students shall participate daily in a variety of age-appropriate physical activities designed to achieve optimal health, wellness, fitness and performance benefits.

Age-appropriate physical activity opportunities, such as outdoor and indoor recess, before and after school programs, during lunch, clubs, intramurals and interscholastic athletics, shall be provided to meet the needs and interests of all students, in addition to planned physical education.

A physical and social environment that encourages safe and enjoyable activity for all students shall be maintained.

Extended periods of student inactivity, two (2) hours or more, shall be discouraged.

Physical activity breaks shall be provided for students during classroom hours.

Before and/or after-school programs shall provide developmentally appropriate physical activity for participating children.

District schools shall partner with parents/guardians and community members and organizations, such as YMCAs, Boys & Girls Clubs, local and state parks, hospitals, etc., to institute programs that support lifelong physical activity.

Physical activity shall not be used or withheld as a form of punishment.

District schools shall promote physical activity through encouragement of walking and biking as a means of transportation to and from school.

Students and their families shall be encouraged to utilize district-owned physical activity facilities, such as playgrounds and fields, outside school hours in accordance with established district rules.

Physical Education

A sequential physical education program consistent with curriculum regulations and Health, Safety and Physical Education academic standards shall be developed and implemented. All district students must participate in physical education.[7][8][10]

Instruction involving the collection of a student's height and weight measurements must be conducted in a manner that protects student confidentiality. The calculation of body mass index (BMI) is prohibited.[10]

Quality physical education instruction that promotes lifelong physical activity and provides instruction in the skills and knowledge necessary for lifelong participation shall be provided.

Physical education classes shall be the means through which all students learn, practice and are assessed on developmentally appropriate skills and knowledge necessary for lifelong, health-enhancing physical activity.

A comprehensive physical education course of study that focuses on providing students the skills, knowledge and confidence to participate in lifelong, health-enhancing physical activity shall be implemented.

A varied and comprehensive curriculum that promotes both team and individual activities and leads to students becoming and remaining physically active for a lifetime shall be provided in the physical education program.

Adequate amounts of planned instruction shall be provided in order for students to achieve the proficient level for the Health, Safety and Physical Education academic standards.

A local assessment system shall be implemented to track student progress on the Health, Safety and Physical Education academic standards.

Students shall be moderately to vigorously active as much time as possible during a physical education class. Documented medical conditions and disabilities shall be accommodated during class.

Safe and adequate equipment, facilities and resources shall be provided for physical education courses.

Physical education shall be taught by certified health and physical education teachers.

Appropriate professional development shall be provided for physical education staff.

Physical education classes shall have a teacher-student ratio comparable to those of other courses for safe and effective instruction.

Physical activity shall not be used or withheld solely as a form of punishment.

Social Media

A social media literacy program consistent with curriculum regulations and academic standards shall be developed and implemented to address the following:^{[7][8][23]}

- 1. Mental, psychological and physical effects of social media and mobile device use.**
- 2. Potential impacts of social media and mobile device use on academic growth and learning.**
- 3. Safe use of social media, including how to recognize suspicious online behavior including, but not limited to:**
 - a. Cyberbullying.**
 - b. Predatory behavior.**
 - c. Potential human trafficking.**
- 4. Personal security and privacy on mobile devices.**

Other School Based Activities

Safe drinking water shall be available and accessible to students, without restriction and at no cost to the student, at all meal periods and throughout the school day.^{[11][12][13][24]}

Nutrition professionals who meet hiring criteria established by the district and in compliance with federal regulations shall administer the school meals program. Professional development and continuing education shall be provided for district nutrition staff, as required by federal regulations.^{[9][15][16][17]}

District schools shall provide adequate space, as defined by the district, for eating and serving school meals.

Students shall be provided a clean and safe meal environment.

Students shall be provided adequate time to eat: ten (10) minutes sit down time for breakfast; twenty (20) minutes sit down time for lunch.

District schools shall implement alternative service models to increase school breakfast participation where possible, such as breakfast served in the classroom, "grab & go breakfast" and breakfast after first period to reinforce the positive educational, behavioral and health impacts of a healthy breakfast.

Meal periods shall be scheduled at appropriate hours, as required by federal regulations and as defined by the district.^[11]

Students shall have access to hand washing or sanitizing before meals and snacks.

Access to the food service operation shall be limited to authorized staff.

Nutrition content of school meals shall be available to students and parents/guardians.

Students and parents/guardians may be involved in menu selections through various means, such as taste testing and surveys.

To the extent possible, the district shall utilize available funding and outside programs to enhance student wellness.

The district shall provide appropriate training to all staff on the components of the School Wellness policy.

Goals of the School Wellness policy shall be considered in planning all school based activities.

Fundraising projects submitted for approval shall be supportive of healthy eating and student wellness.

Administrators, teachers, food service personnel, students, parents/guardians and community members shall be encouraged to serve as positive role models through district programs, communications and outreach efforts.

The district shall support the efforts of parents/guardians to provide a healthy diet and daily physical activity for children by communicating relevant information through various methods.

The district shall maintain a healthy school environment to optimize conditions for learning and minimize potential health risks to students, in accordance with the district's school environmental health program and applicable laws and regulations.

Nutrition Guidelines for All Foods/Beverages at School

All foods and beverages available in district schools during the school day shall be offered to students with consideration for promoting student health and reducing obesity.

Foods and beverages provided through the National School Lunch or School Breakfast Programs shall comply with established federal nutrition standards.^{[11][12][15][16]}

Foods and beverages offered or sold at school-sponsored events outside the school day, such as athletic events and dances, shall offer healthy alternatives in addition to more traditional fare.

Competitive Foods -

Competitive foods available for sale shall meet or exceed the established federal nutrition standards (USDA Smart Snacks in School). These standards shall apply in all locations and through all services where foods and beverages are sold to students, which may include, but are not limited to: a la carte options in cafeterias, vending machines, school stores, snack carts and fundraisers.^{[3][18][19]}

For purposes of this policy, **school campus** means any area of property under the jurisdiction of the school that students may access during the school day.^{[3][18]}

For purposes of this policy, **school day** means the period from midnight before school begins until thirty (30) minutes after the end of the official school day.^{[3][18]}

The district may impose additional restrictions on competitive foods, provided that the restrictions are not inconsistent with federal requirements.^[18]

Fundraiser Exemptions -

Fundraising activities held during the school day involving the sale of competitive foods shall be limited to foods that meet the Smart Snacks in School nutrition standards, unless an exemption is approved in accordance with applicable Board policy and administrative regulations.^[20]

The district may allow a limited number of exempt fundraisers as permitted by the Pennsylvania Department of Education each school year: up to five (5) exempt fundraisers in elementary and middle school buildings, and up to ten (10) exempt fundraisers in high school buildings. **Exempt fundraisers** are fundraisers in which competitive foods are available for sale to students that do not meet the Smart Snacks in School nutrition standards.^[18]

The district shall establish administrative regulations to implement fundraising activities in district schools, including procedures for requesting a fundraiser exemption.

Non-Sold Competitive Foods -

Non-sold competitive foods available to students, which may include but are not limited to foods and beverages offered as rewards and incentives, at classroom parties and celebrations, or as shared classroom snacks, shall meet or exceed the standards established by the district.

If the offered competitive foods do not meet or exceed the Smart Snacks in School nutrition standards, the following standards shall apply:

1. Rewards and Incentives: **(CHOOSE ONE OF THE OPTIONS BELOW)**

- a.
- b. {X} Foods and beverages shall not be used as a reward for classroom or school activities unless the reward is an activity that promotes a positive nutrition message (e.g., guest chef, field trip to a farm or farmers market, etc.).
- c.

2. Classroom Parties and Celebrations: **(CHOOSE ONE OR MORE OF THE OPTIONS BELOW)**

- a. .
- b.
- c. {X} Parents/Guardians shall be informed through newsletters or other efficient communication methods that foods/beverages should only be brought in when requested for scheduled parties.
- d.
- e.

3. Shared Classroom Snacks:

- a. {X} Shared classroom snacks are not permitted in district schools.
- b.

The district shall provide a list of suggested nonfood ideas and healthy food and beverage alternatives to parents/guardians and staff, which may be posted via the district website, student handbooks, newsletters, posted notices and/or other efficient communication methods.

Marketing/Contracting -

Any foods and beverages marketed or promoted to students on the school campus during the school day shall meet or exceed the established federal nutrition standards (USDA Smart Snacks in School) and comply with established Board policy and administrative regulations.^{[3][18]}

Exclusive competitive food and/or beverage contracts shall be approved by the Board, in accordance with provisions of law. Existing contracts shall be reviewed and modified to the extent feasible to ensure compliance with established federal nutrition standards, including applicable marketing restrictions.^[21]

Management of Food Allergies in District Schools

The district shall establish Board policy and administrative regulations to address food allergy management in district schools in order to:^[22]

- 1. Reduce and/or eliminate the likelihood of severe or potentially life-threatening allergic reactions.
- 2. Ensure a rapid and effective response in case of a severe or potentially life-threatening allergic reaction.
- 3. Protect the rights of students by providing them, through necessary accommodations when required, the opportunity to participate fully in all school programs and activities.

Safe Routes to School

{X} The district shall assess and, to the extent possible, implement improvements to make walking and biking to school safer and easier for students.

{X} The district shall cooperate with local municipalities, public safety agency, police departments and community organizations to develop and maintain safe routes to school.

{X} District administrators shall seek and utilize available federal and state funding for safe routes to school, when appropriate.

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Footnotes

[2] 42 U.S.C. 1758b

[3] 7 CFR 210.31

[4] 7 CFR 210.15

[5] 24 P.S. 1422

[6] 24 P.S. 1513

[7] **Pol. 102**
Policy Reference Open policy 

[8] **Pol. 105**
Policy Reference Open policy 

[9] **Pol. 808**
Policy Reference Open policy 

[10] 24 P.S. 1512.1

[11] 7 CFR 210.10

[12] 7 CFR 220.8

[13] 24 P.S. 701

[15] 42 U.S.C. 1751

[16] 42 U.S.C. 1773

[17] 7 CFR 210.30

[18] 7 CFR 210.11

[19] 7 CFR 220.12

[20] **Pol. 229**

Policy Reference

Open policy 

[21] 24 P.S. 504.1

[22] **Pol. 209.1**

Policy Reference

Open policy 

[23] 24 P.S. 1556

[24] 24 P.S. 742.1

Policy Number 249 SD PNN
Title Bullying/Cyberbullying
Version v3 · 8/26/2026

Bullying/Cyberbullying

PURPOSE

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

DEFINITIONS

Artificial Intelligence-Generated or Modified Media means text, code, images, audio or video data that has been created or modified from its original source data through the use of artificial intelligence technology, programs or platforms. [1]

Bullying means an intentional electronic, written, verbal or physical act or series of acts directed at another student or students, which occurs in a school setting

that is severe, persistent or pervasive and has the effect of doing any of the following: [1]

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

Cyberbullying means bullying through the use of electronic technology or communication, including data, computer software or online platforms regardless of their origin, using a device, system network, internet service, email, social media or other digital means, including artificial intelligence-generated or modified media. Cyberbullying includes bullying conduct which occurs in a school setting. [1]

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

AUTHORITY

The Board prohibits all forms of bullying **and cyberbullying** by district students **and requires that this policy be accessible in every classroom. The policy shall be posted in a prominent location within each school building and on the district website.** [1]

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

The Board directs that complaints of bullying **and cyberbullying** be investigated promptly, and appropriate corrective or preventative action be taken when allegations are substantiated. The Board directs that any complaint of bullying **or cyberbullying** brought pursuant to this policy **to** also be reviewed for conduct which may not be proven to be bullying **or cyberbullying** under this policy but merits review and possible action under other Board policies.^[1]

Confidentiality

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

Retaliation

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

DELEGATION OF RESPONSIBILITY

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

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

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

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

District administration shall annually provide the following information with the school safety and security incident report:^[1]^[2]

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

GUIDELINES

Reports of bullying or cyberbullying may be made orally or in writing and may be anonymous, except where made by district staff. Students are encouraged to use the district's reporting form attached to this policy, or to submit a written complaint; however, oral complaints will be accepted, documented and investigated.

Any individual receiving a complaint shall handle the report objectively, neutrally and professionally, setting aside personal biases that might favor or disfavor any person involved.

District staff who observe bullying/cyberbullying or receive a report of bullying/cyberbullying shall not conduct an independent investigation but shall take appropriate action to protect the safety of involved students and promptly provide a summary of the observed or reported conduct to the building principal or designee.

For purposes of this policy, a reporter is an individual, other than district staff, who reports alleged bullying/cyberbullying directed at one or more students. A complainant is the alleged victim or target of the conduct. In some circumstances, the same individual may serve as both reporter and complainant.

The building principal or designee shall encourage the complainant or reporter to complete the district's designated report form. If, due to age, disability or other incapacity, the complainant or reporter is unable to complete the form, the building principal or designee shall document the report and complete the form on the individual's behalf. If the report is made by someone other than the complainant, the complainant shall be notified promptly, informed of the report, and encouraged to complete the district reporting form.

As soon as practicable after the receipt of a report of bullying or cyberbullying, the district shall notify the parent(s)/guardian(s) of any student involved in the incident.

If the complainant, district staff, or other professionals with knowledge of the complainant's health and well-being indicate that notifying a parent/guardian could place the complainant or another person at risk of abuse, neglect or other imminent harm, the building principal, in consultation with the Superintendent and legal counsel, and as appropriate, law enforcement, child welfare authorities and other qualified professionals, may determine whether parental notification should be delayed as permitted by law. The basis for the delay must be documented, and parent/guardian notification shall occur as soon as legally and safely practicable.^[3]^[4]

Every report of bullying/cyberbullying shall be reviewed and investigated promptly and sufficiently to address the alleged misconduct, even if the report is anonymous or the complainant requests that no action be taken.

Threat Assessment

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 make a referral to the district's threat assessment team in accordance with applicable law and Board policy.^[5]^[6]

Discrimination/Harassment

If, at the time of the report or at any time during the investigation of the alleged bullying/cyberbullying, there is reason to believe that the conduct may fall within the provisions of the district's discrimination/harassment policies, the

Title IX Coordinator must be promptly notified. Upon notification, the Title IX Coordinator will immediately initiate steps to comply with appropriate policies and procedures. The investigation will be handled as a joint and concurrent investigation to address all applicable allegations and legal requirements.^{[7][8]}

Investigation Procedures

After determining that the matter does not require handling under Policy 103, the building principal shall determine whether the investigation may be conducted by the principal or designee or whether the matter must be referred to the Superintendent or another appropriate administrator.

If law enforcement has been notified, a law enforcement report has been filed, or substantiated allegations could result in expulsion, the building principal shall consult with the Superintendent or appropriate administrator, who may seek advice from legal counsel.

Investigations shall be timely, impartial, thorough and comprehensive. The investigation may include:

- 1. Interviewing the complainant.**
- 2. Interviewing the individual(s) accused of the conduct.**
- 3. Interviewing witnesses.**
- 4. Reviewing physical, electronic or documentary evidence.**
- 5. Reviewing any other relevant information provided during the investigation.**
- 6. Conducting any additional inquiry reasonably necessary to determine the facts and address proven misconduct.**

Investigative Findings

The investigator shall prepare findings that summarize the investigation, determine whether the allegations have been substantiated, identify any violation of Board policy or applicable law, and recommend appropriate corrective action.

As soon as practicable after determining that an incident of bullying or cyberbullying has occurred, the district shall notify the parent(s)/guardian(s) of any student involved in the incident of the determination of the investigation.

The complainant/reporter and the accused shall be informed of the outcome of the investigation within a reasonable period of time, consistent with the Family Educational Rights and Privacy Act (FERPA) and other applicable laws. The accused shall not be informed of any individual remedies provided to the complainant.^[9]

District Response and Corrective Action

If an investigation results in a finding that bullying or cyberbullying or other misconduct occurred, the district shall take prompt and appropriate corrective action designed to stop the conduct, prevent its recurrence, protect affected students, eliminate any hostile or disruptive environment, and prevent retaliation.^[1]

The district shall document corrective actions taken and, when permitted by law, inform the complainant or reporter of responsive measures. District administrators shall monitor the effectiveness of corrective actions and take additional measures when necessary.^[1]

If an investigation reveals violations of other Board policies or circumstances requiring additional review, referral, discipline or intervention, the district shall address those matters through the appropriate disciplinary, administrative or support processes.

Any disciplinary action imposed shall be consistent with the Code of Student Conduct, Board policies and administrative regulations, applicable collective bargaining agreements, and state and federal law, and may include:^[1]^[2]^[13]

{X} Counseling within the school.

{X} Parental conference.

{X} Loss of school privileges.

{X} Transfer to another school building, classroom or school bus.

{X} Exclusion from school-sponsored activities.

{X} Suspension.

{X} Expulsion.

{X} Counseling/Therapy outside of school.

{X} Referral to law enforcement officials.

The Code of Student Conduct, which shall contain this policy, shall be disseminated annually to students.^[1]^[2]^[10]

Education

The district

{X} may

develop, implement and evaluate bullying prevention and intervention programs and activities. Programs and activities shall provide district staff and students with appropriate training for effectively responding to, intervening in and reporting incidents of bullying.^[1]^[11]^[12]

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. The report must include the total number of bullying and cyberbullying incidents that occurred during the school year, including the number of cyberbullying incidents suspected to involve artificial intelligence-generated or modified media.^[2]^[14]

Footnotes

[1] 24 P.S. 1303.1-A

[2] Pol. 805.1
Policy Reference Open policy 

[3] 23 Pa. C.S.A. 6301

[4] Pol. 806
Policy Reference Open policy 

[5] 24 P.S. 1302-E

[6] Pol. 236.1
Policy Reference Open policy 

[7] Pol. 103
Policy Reference Open policy 

[8] Pol. 103
Policy Reference Open policy 

[9] Pol. 216
Policy Reference Open policy 

[10] 22 PA Code 12.3

[11] 20 U.S.C. 7118

[12] 24 P.S. 1302-A

[13] Pol. 236
Policy Reference Open policy 

[14] 24 P.S. 1319-B

Policy Number 704
Title Maintenance
Version v3 · 8/26/2026 · DRAFT

Maintenance

PURPOSE

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

AUTHORITY

The Board directs that a continuous program of inspection and maintenance of all district buildings, property and equipment be established and implemented. Wherever possible, maintenance shall be preventive.[2][3]

DELEGATION OF RESPONSIBILITY

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

{X} Regular program of maintenance, repair and improvement of buildings and facilities.

{X} Testing lead levels in drinking water.[3]

{X} Critical spare parts inventory.

{X} Equipment replacement program.

{X} Long-range plans for building modernization and conditioning.

{X} Each building principal, in conjunction with the building maintenance employee, shall conduct a physical inspection of the building on a

(X) periodic

basis and return a written report to the Superintendent or designee as to the findings of that inspection.

The Superintendent shall report

{X} periodically

to the Board regarding the current maintenance and improvement program and projected maintenance needs that include cost analysis.

Footnotes

[2] **24 P.S. 701**

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Legal Reference

View source [↗](#)

[3] **24 P.S. 742.1**

palegis.us

palegis.us

Legal Reference

View source [↗](#)

Legal References

[2] **24 P.S. 701**

[3] **24 P.S. 742.1 — 24 P.S. 742.1**

Policy Number 803
Title School Calendar
Version v3 · 8/26/2026 · DRAFT

School Calendar

PURPOSE

The Board recognizes that preparation of an annual school calendar is necessary for the efficient operation of the district and communication with students, staff, parents/guardians and the school community.

AUTHORITY

The Board shall determine annually the days and the hours when the schools will be in session for instructional purposes, in accordance with state law and regulations. This may include, as appropriate, activities qualifying as instructional days or hours under the direction of certified school employees for fulfilling the minimum required days or hours of instruction under law, regulations and state guidance.^{[1][2][3][4][5][6][7][8][9]}

The school calendar shall normally consist of a minimum of ^{[1][2][8][10]}

{X} 900 hours of instruction at the elementary level and 990 hours of instruction at the secondary level.

The Board reserves the right to alter the school calendar when it is in the best interests of the district, including in cases of emergency, in accordance with applicable law and regulations. The Board shall take action to establish temporary provisions in cases of emergency, in accordance with law, and shall document such actions with the PA Department of Education when required.^{[2][5][6][7][9][11][12][13]}^[14]

Temporary provisions established in accordance with law may include but are not limited to:^{[1][2][5][6][7][8][9][12][13]}^[15]

1. Keeping schools in session such days and hours as the Board deems necessary, which shall include maintaining the requirement for a minimum of 180 student days or 900 hours of instruction at the elementary level and 990 hours of instruction at the secondary level.
2. Reducing the length of time of daily instruction for courses and classes.
3. Implementing remote and other alternative methods of delivering instruction under the direction of certified school employees.

Each year, prior to finalizing the school calendar, the Board must discuss the use or potential use of flexible instructional days and remote or virtual instructional days at a public Board meeting.^[7]^[14]

DELEGATION OF RESPONSIBILITY

The Superintendent shall annually prepare a school calendar for Board consideration.

The Superintendent or designee shall document alterations to the school calendar and any temporary provisions in accordance with law, regulations, guidance from the PA Department of Education and Board policy.^{[7][14]}^[15]

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Footnotes

[1] **24 P.S. 133**

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Legal Reference

View source 

[2] **24 P.S. 1501**

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Legal Reference

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[3] **24 P.S. 1502**

palegis.us

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Legal Reference

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[4] **24 P.S. 1503**

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Legal Reference

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[5] **24 P.S. 1504**

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[6] **24 P.S. 1505**

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Legal Reference

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[7] **24 P.S. 1506**

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Legal Reference

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[8] **22 PA Code 11.1**

pacodeandbulletin.gov

pacodeandbulletin.gov

Legal Reference

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[9] **22 PA Code 11.2**
pacodeandbulletin.gov
pacodeandbulletin.gov
Legal Reference
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[10] **22 PA Code 4.4**
pacodeandbulletin.gov
pacodeandbulletin.gov
Legal Reference
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[11] **24 P.S. 520**
palegis.us
palegis.us
Legal Reference
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[12] **24 P.S. 520.1**
palegis.us
palegis.us
Legal Reference
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[13] **24 P.S. 1501.3**
palegis.us
palegis.us
Legal Reference
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[14] **Pol. 006**
Policy Reference
Open policy 

[15] **Pol. 805**
Policy Reference
Open policy 

Legal References

- [1] 24 P.S. 133
- [2] 24 P.S. 1501
- [3] 24 P.S. 1502
- [4] 24 P.S. 1503
- [5] 24 P.S. 1504
- [6] 24 P.S. 1505
- [7] 24 P.S. 1506
- [8] 22 PA Code 11.1
- [9] 22 PA Code 11.2
- [10] 22 PA Code 4.4
- [11] 24 P.S. 520
- [12] 24 P.S. 520.1
- [13] 24 P.S. 1501.3
- [14] Pol. 006 — Pol. 006

Policy Number 805.2 SD PNN
Title School Security Personnel
Version v3 · 8/26/2026

School Security Personnel

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

{X} School Resource Officers (SROs)

{X} 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 **awareness and prevention, bullying and cyberbullying awareness and prevention**, 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.^{[3][4][5][6][7][8][9][10][11][12][13]}
4. Meet with school employees annually to seek their input on the mandatory school safety and security training.^[4]
5. 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.
6. Serve as the liaison with law enforcement and other state committees and agencies on matters of school safety and security.
7. Serve on the district's threat assessment team(s) and participate in required training and the threat assessment process.^{[8][14]}
8. Coordinate School Safety and Security Assessments, School Safety and Security grant requirements and respond to School Safety and Security surveys, as applicable.^{[12][15]}
9. Coordinate school safety and security meetings with school and building leadership, at least on a quarterly basis.

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.^[8]^[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. {X} Reports of required emergency preparedness, fire, bus evacuation and school security drills.^[12]
5. {X} Information on required school safety and security training and resources provided to students and staff.^[12]
6. {X} Safe2Say Something aggregate data, including a breakdown of Life Safety and Non-Life Safety reports received.
7. {X} Behavioral health and school climate information, including aggregate data from surveys and assessments issued in the district, information on referrals and services accessed by students and families, and identification of additional resources needed in the district.^[20]
8. {X} School safety and security incident reports for the previous year(s) and/or data collected to date for the current year.^[21]
9. {X} Updates regarding the district's memorandum of understanding with law enforcement agencies.^[21]
10. {X} Updates to laws, regulations and/or Board policies related to school safety and security.
11. {X} Information on tours, inspections and/or School Safety and Security Assessments of school facilities and programs.
12. {X} 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

{X} School Resource Officers (SROs)

The district shall establish an agreement with Kingston, West Side Regional, and Plymouth, in accordance with the provisions of law, for the assignment of a School Resource Officer(s) to specified district schools.^[2]^[45]

School Resource Officer (SRO) - a law enforcement officer commissioned and employed by a law enforcement agency whose duty station is located in the district and whose stationing is established by an agreement between the law enforcement agency and the district. The term includes an active certified sheriff or deputy sheriff whose stationing in the district is established by a written agreement between the county, the sheriff's office and the district.^[2]

The agreement shall address the powers and duties conferred on SROs, which shall include but not be limited to:^[46]

1. Assist in identification of physical changes in the environment which may reduce crime in or around a school.
2. Assist in developing Board policy, administrative regulations or procedures which address crime, and recommending procedural changes.
3. Develop and educate students in crime prevention and safety.
4. Train students in conflict resolution, restorative justice and crime awareness.
5. Address crime and violence issues, gangs and drug activities affecting or occurring in or around a school.
6. Develop or expand community justice initiatives for students.
7. Other duties as agreed upon between the district and municipal agency.

Prior to assignment in the district, the district shall confirm that the law enforcement agency has completed a law enforcement agency background investigation and received the SRO's separation record, when required, in compliance with applicable law and regulations. The district shall coordinate with the law enforcement agency in making required reports regarding hiring and separation, and maintaining all required records, in accordance with applicable law and regulations.^[31]^[36]

SROs shall successfully complete required training, in accordance with law.^[46]

{X} 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.^{[21][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,

{X} including SROs.

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]

{X} School security guards authorized to carry a firearm shall maintain an appropriate license and successfully complete required firearm training in accordance with law.^[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.^{[31][36]}

{X} Other Agreements

{X} The district shall enter into an intergovernmental agreement(s) otherwise providing for School Resource Officers with other political subdivisions, in accordance with the provisions of law.^{[45][46][51]}

Footnotes

[1] 24 P.S. 1316-C

[2] 24 P.S. 1301-C

[3] 24 P.S. 1309-B

[4] 24 P.S. 1310-B

[5] Pol. 146.1

Policy Reference

Open policy 

[6] Pol. 227

Policy Reference

Open policy 

[7] Pol. 236

Policy Reference

Open policy 

[8] Pol. 236.1

Policy Reference

Open policy 

[9] Pol. 249

Policy Reference

Open policy 

[10] Pol. 333

Policy Reference

Open policy 

[11] Pol. 351

Policy Reference

Open policy 

[12] Pol. 805

Policy Reference

Open policy 

[13] Pol. 819

Policy Reference

Open policy 

[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**
Policy Reference Open policy 

[20] **Pol. 235.1**
Policy Reference Open policy 

[21] **Pol. 805.1**
Policy Reference Open policy 

[24] 24 P.S. 1311-C

[25] **Pol. 304**
Policy Reference Open policy 

[26] **Pol. 818**
Policy Reference Open policy 

[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] 44 Pa. C.S.A. 7301

[32] 37 PA Code 241.5

[33] 44 Pa. C.S.A. 7310

[34] 37 PA Code 241.6

[36] 37 PA Code 241.1

[45] **Pol. 909**
Policy Reference Open policy 

[46] 24 P.S. 1313-C

[47] 24 P.S. 1314-C

[48] Pol. 907
Policy Reference

Open policy 

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

Policy Number 822 SD PNN
Title Automated External Defibrillator (AED)/Cardiopulmonary Resuscitation (CPR)
Version v3 · 8/26/2026

Automated External Defibrillator (AED)/Cardiopulmonary Resuscitation (CPR)

PURPOSE

The Board is committed to providing a safe and healthy environment for the school community.

Maintaining automated external defibrillator (AED) units and staff trained in cardiopulmonary resuscitation (CPR) in the schools enables responders to deliver early defibrillation and resuscitation to victims.

DEFINITION

Automated external defibrillator (AED) - a portable device that uses electric shock to restore a stable heart rhythm to an individual in cardiac arrest.^[1]

AUTHORITY

Each school building shall have one (1) person trained and certified in the use of an AED and CPR during the school day when school is in session and students are present.^{[2][3]}

Each school nurse or designee, coach of an athletic activity, marching band director, physical education teacher and athletic trainer in the district must participate in instruction in the use of an AED and CPR and maintain their certification.^[2]

The AED units are owned by the district and shall be properly maintained **and tested**, and located in secure and accessible locations.

The district shall have an AED in a readily accessible location for students participating in interscholastic athletics and practices. Individuals trained in the use of an AED and CPR will be present during these times.^{[4][5]}

The AED units shall be used in accordance with approved district procedures.

GUIDELINES

A core team shall be trained in CPR and AED procedures by completing a training program offered by approved providers. Members of the team shall be provided opportunities for annual training and retraining.

The district shall make instruction in the use of an AED available to all its employees and volunteers at least once every two (2) years. The instruction is optional and shall be conducted by an approved provider that may be through the Internet or other electronic means.^[2]

Written guidelines for medical emergencies related to the use of AED units shall be provided to all **employees instructed in the use of an AED.**

{X} Responders' use of AED units shall not replace the care provided by emergency medical services (EMS) providers. Patient care shall be transferred to the EMS providers upon their arrival.

DELEGATION OF RESPONSIBILITY

The **Superintendent** or designee shall develop and disseminate administrative regulations that detail the use of AED units.

The Superintendent or designee shall annually, by June 30, report to the PA Department of Education detailing the number, condition, age, expiration date and placement of AEDs in each school building.^[6]

Footnotes

[1] 24 P.S. 1401

[2] 24 P.S. 1423.1

[3] 24 P.S. 1424

[4] 24 P.S. 1423.3

[5] Pol. 123
Policy Reference [Open policy](#) 

[6] 24 P.S. 1423.2



United Way of Wyoming Valley Community Impact Initiatives MEMORANDUM OF UNDERSTANDING

ORGANIZATION: Wyoming Valley West School District

Chester Street Elementary School: \$500.00

Dana Street Elementary Center: \$1,050.00

State Street Elementary Center: \$1,700.00

WVW Middle School: \$1,250.00

WVW High School: \$1,500.00

PURPOSE: The Nurse's Pantry

DURATION: July 1, 2026 – June 30, 2027

This Memorandum of Understanding (MOU) is entered by and between the United Way of Wyoming Valley (UWWV) and the School District. By and for the consideration set forth above, the School District hereby certifies and agrees as follows:

1. TAX-EXEMPT STATUS

The School District must maintain its Tax Exempt status as defined in the Internal Revenue Service Code. The School District agrees to immediately inform UWWV of any change in or challenge to their status as a Tax Exempt Organization during the Memorandum of Understanding (MOU) period, and hereby affirms that this Memorandum of Understanding (MOU) will not cause it to fail to qualify as a Tax Exempt Organization. In the event the School District's tax-exempt status is lost, for whatever reason, during term of Memorandum of Understanding (MOU), Organization shall immediately return any unused funds to UWWV.

2. SCOPE OF THE PROGRAM

This MOU establishes a Nurse's Pantry that will remove barriers to school attendance by providing material aid to low-income elementary school students with families who otherwise could not afford to purchase. The Nurse's Pantry will support our Community Impact Goal in Health "to help children maintain good school attendance." The goal will be accomplished by undertaking the following activities:

The school nurse identifies low-income students in need of material aid (clothing, shoes, hygiene items, medical supplies such as lice treatment kits, eye glasses, and other essential items that address needs of an urgent nature) to improve student attendance and reduce chronic absenteeism. The pantries will operate at **Chester Street Elementary School, Dana Street Elementary Center, State Street Elementary Center, and Third Avenue Elementary School** in the Wyoming Valley West School District: Each school building is awarded a set amount of funds based on factors such as student population, percentage of poverty, and previous utilization. These funds are to maintain an inventory of needed supplies for the Nurse's Pantry. The buildings, within the district may be able to share resources if appropriate.

3. BUDGETARY CHANGES

The School District certifies that funds will be used as reimbursement for expenses as described in the MOU. The School District agrees that changes to the scope of the program must be discussed between The School District and UWWV in advance. Any funds not used for the purposes described in the School District's budget will revert to UWWV.

4. PROGRAMMATIC/PERSONNEL CHANGES

The School District certifies that any and all changes to the fundamental services and activities outlined in the approved program shall require the prior approval of UWWV. The School District must provide written notice to UWWV within

thirty days of any changes in key personnel performing services for the program.

5. ACKNOWLEDGMENT OF SUPPORT

The School District agrees that all public or private press releases, marketing materials, magazines, radio, television or other means of communication shall acknowledge the UWWV's support with respect to the project activities undertaken to achieve the goals of the program. Any and all marketing materials utilized by the School District to promote the funded program must display UWWV's logo and must be approved by UWWV prior to distribution.

6. RIGHTS TO DATA

The School District may publish the results of the project or program activity, subject to UWWV's prior review and comment.

7. FAILURE TO COMPLY

The School District acknowledges that failure to show satisfactory progress in achieving the objectives of the program, or failure to comply with required administrative duties, could result in terminating the funding and/or recapturing funds in the event of a breach of the terms and conditions of this Memorandum of Understanding (MOU).

8. FUTURE FUNDING

The School District acknowledges that the UWWV and its representatives have made no actual or implied promise of funding except for the amount specified by this Memorandum of Understanding (MOU). If any of the funds are returned to or recaptured by UWWV before the successful completion of the program period, the School District acknowledges that UWWV will have no further obligation in connection with this program. It is further acknowledged that performance by The School District in complying with the terms and conditions of this Memorandum of Understanding (MOU) will be considered by UWWV in making determination on any future funding opportunities. This is not intended, however, to prohibit UWWV from providing a future sponsorship/grant if a proposal from the School District is submitted and approved after the successful completion of the project and program period described in this Memorandum of Understanding (MOU).

United Way of Wyoming Valley

School District

Name: Paola Mendez

Name: _____

Signature: Paola Mendez

Signature: _____

Title: Community Impact Manager

Title: _____

Date: 8/05/2026

Date: _____

PRTF EDUCATION SERVICES
PURCHASE OF SERVICE AGREEMENT
Beacon Light Academy, Bradford, PA

This AGREEMENT is made between **Wyoming Valley West School District**, ("Home District") whose principal place of business is 450 North Maple Avenue Kingston, PA 18704 and the **Children's Center for Treatment and Education d/b/a Beacon Light Behavioral Health Systems** ("CCTE") which operates Beacon Light Academy at 17 Derrick Road, Bradford, PA 16701 and **Bradford Area School District** ("Host District"), whose principal place of business is 150 Lorana Avenue, Bradford, PA 16701.

WHEREAS, the CCTE operates a psychiatric residential treatment facility and is licensed and approved by the Pennsylvania Department of Education to provide education services for children and youth; and

WHEREAS, Home District desires to purchase the education services set forth in this Agreement for the benefit of one or more students who are residents of Home District; and

WHEREAS, Host District provide administrative services to facilitate the CCTE's provision of educational services to Home District.

THEREFORE, in consideration of the mutual promises contained in this Agreement, and intending to be legally bound, the parties agree as follows:

1. **Term.** This Agreement shall commence on August 26, 2026 and terminate on June 3, 2027.
2. **Services.** CCTE offers special education, life skills education, autistic education, speech services, occupational therapy, physical therapy, and PCA (personal care aide). CCTE shall provide one or more of the foregoing services to students of Home District when such services are requested by the Host District. All services shall be performed in accordance with the standards and requirements of the Pennsylvania Department of Education and relevant state and federal laws and regulations.
3. **Referral and Acceptance into CCTE Program.**
 - a. A student may be referred to CCTE by the Home District, the Host District, a Court, or a parent or legal guardian of the student.
 - b. CCTE shall notify the Host District within one business day of the student's admission to CCTE via the *Notification of Admission to Facility or Institution and School Enrollment* Form or such other form as may be prescribed by the Commonwealth of Pennsylvania.
 - c. Home District, in coordination with CCTE shall schedule a pre-placement conference with the student and their parent(s) or guardian(s). The participants may include, but not be limited to, the child, parent or guardian, Home and Host District staff, county caseworker, and probation officer and other members of the student's support system.
 - d. When CCTE accepts the student into the program and agrees to provide services pursuant to this Agreement, Host District shall provide the CCTE with the student's books and student network access for academic purposes, prior to or upon the date of placement, or as soon as the information is available.
 - e. The CCTE will request, in writing, any necessary information about the student and their parents or guardians that has not been received from the Home District within fourteen calendar days following placement of the student. CCTE shall retain a copy of the request in the student's record.

- f. CCTE's acceptance of a student for services is conditioned upon Home District accepting financial responsibility for the CCTE services provided to the student. If Home District determines that another school district is or should be the financially responsible for the CCTE services provided to the student, Home District shall seek compensation solely from that school district for services provided by CCTE until the school district enters into a signed agreement for services with CCTE.
- g. CCTE shall notify Home District and Host District at least two weeks prior to the anticipated discharged date for the student, unless extenuating circumstances inhibit such notice, in which case CCTE shall notify Home District and Host District as soon as possible of the anticipated discharge date.

4. CCTE and Host District Responsibilities.

a. Individual Education Plan.

- A. Host District and CCTE will mutually agree upon a procedure to ensure that accurate documentation is being completed on educational reviews of Individualized Education Plan ("IEP") goals and objectives.
- B. CCTE shall ensure that the requirements of a student's IEP, as established by the Host District with input from CCTE, are met in all respects and that the students are provided with a free and appropriate public education.
- C. The Home District and CCTE mutually agree to complete the required regulatory paperwork for special education students. This includes, but may not necessarily be limited to: the ER/RR (Evaluation / Re-evaluation), the IEP (Individual Education Plan) and the NOREP (Notice of Recommended Educational Placement).
- D. CCTE shall submit to Home District and parents, quarterly progress reports pertaining to a student's Individualized Education Plan in such format as Home District may request.

b. Report Cards. CCTE shall complete academic progress reports and report cards utilizing Host District forms on the schedule required by the Host District.

c. Transportation. While the student is admitted to CCTE, CCTE shall be responsible for all student transportation associated with fulfilling the terms of this Agreement.

d. Attendance. CCTE will maintain daily attendance records on all students and provide copies of attendance reports to the Home District and the Host District.

e. Participation. CCTE, Home District, and Host District shall make their staff available to participate in evaluations, IEP meetings, hearings, and similar sessions or meetings to evaluate, make educational decisions for, or otherwise meet the needs of students served mutually by Host District, Home District, and CCTE.

f. The term "IEP" or "Individualized Education Plan" shall refer to, and include, any applicable IEP and/or GIEP (Gifted Individualized Education Plan).

g. Restraints. In the event that the CCTE or any employee or representative thereof who performs services for the Home District as contemplated in this Agreement restrains or causes to be restrained a Home District student, as the term "restraint" is contemplated in the Pennsylvania special education regulations, CCTE shall immediately, or as soon as practicable thereafter, notify the Home District's Director of Pupil Services and provide reasonable assistance to the Home District in performing any additional reporting that must take place as a result.

5. Fee for Services.

- a. The Fee Schedule for the educational and therapeutic services provided by CCTE to Home District is attached as Annex A.

- b. On a monthly basis, CCTE and Host District shall prepare an invoice for all education services provided by CCTE to Home District during the immediately preceding month.
- c. While the student is admitted to CCTE, Host District will invoice Home District, on a monthly basis, for the educational services provided by CCTE to Home District students during the preceding month. Home District shall pay the invoice in full, without counterclaim or offset, within 30 days of receipt of an invoice from Host District.
- d. Host District will remit Home District's payment for the services to CCTE.
- e. CCTE shall separately invoice Home District for all ancillary (non-educational) services (Speech services, Occupational Therapy, Physical Therapy, PCA listed in Annex. A) provided during the immediately preceding month. Home District shall pay the invoice in full, without counterclaim or offset, within 30 days of the receipt of the invoice.

6. Confidentiality.

- a. Each party and their agents and employees shall perform their respective obligations under this Agreement in such a manner as to ensure that records, names, and identities of persons shall remain confidential, except as disclosure is permitted by law or as required for fulfillment of the terms of this Agreement. In addition, the CCTE will be bound and follow the same rules of confidentiality and protection from disclosure of educational records as governs Home District, including the Family Educational Right to Privacy Act, the Protection of Pupil Rights Amendment, the Health Insurance Portability and Accountability Act, the Individuals with Disabilities Act, as well as the provisions of Chapter 12 of the State Board of Education Regulations.
- b. The Parties will comply with the terms of the HIPAA Business Associate Agreement in effect between CCTE and Home District and CCTE and Host District.
- c. The Parties shall and comply with the terms of the FERPA Confidentiality Agreement in effect between the Parties.
- d. The terms of this Confidentiality provision shall survive the termination of this Agreement.

7. Insurance. CCTE shall, at its sole cost and expense, procure and maintain, so long as this Agreement is in effect, insurance covering the performance of the services rendered by CCTE and its employees and subcontractors under this Agreement in accordance with the limits specified below.

a. General Liability Insurance

- A. *Minimum limits of liability:* \$1,000,000 per occurrence, \$3,000,000 in the aggregate.
- B. *Scope of Coverage:* Premises operations, blanket contractual liability, personal injury liability (employee exclusion deleted), products and completed operations, independent contractors, employees, subcontractors, and volunteers as additional insured, joint liability and broad form property damage (including completed operations).

b. Professional Liability Insurance.

- A. *Minimum limits of liability:* \$1,000,000 per occurrence, \$3,000,000 aggregate
- B. *Scope of Coverage:* Occurrences during the performance of services required under this Agreement plus tail coverage for up to a two-year period of exposure.

c. Automobile Liability Insurance.

- A. *Minimum limits of liability:* \$1,000,000 per person, \$3,000,000 per accident

- d. Failure to maintain insurance coverage or failure to comply fully with the insurance provisions shall in no way act to relieve CCTE from the obligations of this Agreement. All insurance policies required of CCTE under the terms of this Agreement shall contain provisions that underwriters shall have no rights of recovery or subrogation against Home District, its agents, directors, officers, or employees; it being the intention of the Parties that the insurance so effected shall protect all such Parties and that said insurance shall be primarily liable for any and all losses covered by the described insurance.
8. **Relationship of Parties.** The Parties agree that they conduct completely separate businesses and affairs, are separate entities, and are not partners or joint ventures in any sense whatsoever. The Parties further agree that CCTE and CCTE's employees, agents and subcontractors are independent contractors and not employees, agents or representatives of the Home District or Host District.
9. **Indemnification.**
- a. **Duty to Indemnify.** CCTE shall indemnify, defend, and hold harmless Home District, its directors, officers, agents and employees for, or on account of any damage, injury, or loss (including Home District's cost of litigation and attorneys' fees) to the extent such result from the actions, or inactions, of CCTE and CCTE's agents, employees, and contractors, in fulfilling the terms and obligations of this Agreement.
 - b. **Notice.** Home District must promptly notify CCTE, in writing, of any claim, action, proceeding, or demand that it has knowledge of in relation to this Agreement. Failure to do so shall not relieve CCTE, of its obligation to indemnify, defend, and hold harmless except to the extent CCTE can demonstrate damages attributable to Home District's failure to provide timely notice.
 - c. **Control of Defense.** CCTE shall be entitled to have sole control over the defense and settlement of such claim; provided that (i) Home District shall be entitled to participate in the defense of such claim and to employ counsel at its own expense to assist in the handling of such claim, and (ii) CCTE shall obtain the prior written approval Home District before entering into any settlement of such claim or ceasing to defend against such claim if such settlement or cessation would cause injunctive or other equitable relief to be imposed against Home District.
 - d. **Survival.** The terms of this Indemnification provisions shall survive the termination of this Agreement.
10. **Force Majeure.** No party shall be responsible for delays or failures in performance resulting from acts that are beyond the control of such party and could not have been prevented or lessened in effect by reasonable mitigation efforts, including, without limitation, act of God, natural disaster, failures of utility or communication systems, strikes, acts of war or terrorism, and legal acts of the public authorities.
11. **CCTE Licensure and Certification.** CCTE shall ensure that its staff obtain and maintain the certifications and licenses required by the Commonwealth of Pennsylvania's Department of Education to provide the services of this Agreement to Home District. CCTE shall notify Host District and Home District, in writing, within five business days of any loss of its Licensure for any of the services being provided to Home District in accordance with this Agreement.
12. **CCTE Legal Compliance.** CCTE shall comply with, and provide Home District proof of compliance with all applicable child safeguarding, criminal background checks, and child abuse reporting requirements (for example, Act 33, Act 34, Act 114, Act 126, Act 24, Act 151, and Act 168). CCTE shall not permit any employee, agent, or subcontractor of CCTE to have direct contact with any student of the Home District until said clearances have been provided to the Home District. CCTE agrees that it, including its employees or representatives performing services for the Home District in connection with

this Agreement, will comply with all applicable federal, state, and local laws and regulations in carrying out its obligations.

13. **Non-Discrimination.** The parties to this Agreement agree that no person shall be excluded from participation in the services and total access to the services provided hereunder on the grounds of sex, color, religion, race, national origin, non-disqualifying disability or due to membership in any other class protected by law.
14. **Termination.**
 - a. Home District may terminate this Agreement only upon the material breach of CCTE and only after providing written notice of the breach to CCTE and allowing CCTE a reasonable period to cure such breach.
 - b. CCTE may terminate this Agreement only upon the material breach of Home District and only after providing written notice of the breach to Home District and allowing Home District a reasonable period to cure such breach.
15. **Notice.** Any legal notice required to be provided by one party to the other party under this Agreement shall be deemed given and received on the date it is delivered (i) in person or (ii) via the US Postal Service or nationally recognized carrier, so long as it is delivered with a confirmation of delivery.
 - a. If to Home District: Wyoming Valley West School District, 450 North Maple Avenue, Kingston PA 18704
 - b. If to Host District: Bradford Area School District, 150 Lorana Ave., Bradford PA. 16701
 - c. If to CCTE: Children's Center for Treatment and Education, 47 Beacon Light Way, Bradford, PA 16701, Attn: Executive Director.
16. **Assignment/Subcontracting.** No party may assign this agreement, or the party's respective obligations hereunder, without the consent of the other parties. None of the work or services covered by this Agreement shall be subcontracted without the prior approval of the Home District.
17. **Entire Agreement/Modification.** This Agreement, including all Annexes, constitutes the entire agreement between the parties relating the subject matter contained herein and supersedes all prior oral or written agreements and negotiations between the parties. No change, alteration or modification to this Agreement may be made except in a writing signed by the parties hereto.
18. **Counterparts.** This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Scanned, digital, emailed, and faxed signatures shall be treated as originals.
19. **Use of Home District's Name/Logo.** CCTE shall not use the Home District's name or logo for the purposes of advertising, marketing, or promotion of CCTE's services without the express written authorization of the District Superintendent.
20. **Promotional Materials.** CCTE agrees not to utilize any materials prepared in connection with the services rendered under this Agreement for the purpose of illustration, advertising, publication or promotion without the Home District's express written consent. CCTE shall not publish any photograph, video, or audio recording of a student without the express written consent of the student and the student's parents or legal guardians

21. Right to Know Law. CCTE agrees that it will, when requested by the Home District, cooperate with the District in complying with the Pennsylvania Right-to-Know Law, 65 P.S. §67.101 et seq., and any other similar laws, in complying with requests for public records made under such laws. This provision does not obligate the CCTE to create any record other than the written report to the Home District.

22. Governing Law and Severability. This Agreement shall be governed by the laws of the Commonwealth of Pennsylvania. In the event any provision of this Agreement is held to be unenforceable for any reason, the unenforceability of thereof shall not affect the remainder of this Agreement, which shall remain in full force and affect enforceable in accordance with its terms.

Intending to be legally bound, the parties have executed this Agreement:

{Signature Page Follows}

Home District

Wyoming Valley West School District

Name/ Title

Signature

Date

CHILDREN'S CENTER FOR TREATMENT AND EDUCATION D/B/A BEACON LIGHT BEHAVIORAL
HEALTH SYSTEMS

Jennifer Gesing, Executive Director

Name/ Title



Signature

08/31/2026

Date

Host District

Bradford Area School District

Erin Waugaman, BASD Superintendent

Name/ Title



Signature

9/11/26

Date

Annex A
Education Services Fee Schedule

CCTE shall provide the following Educational Services to Home District per the following fee schedule:

Service	Duration	Fee
Special Education	Full Day	\$352.32
	Half Day	\$176.16
Life Skills	Full Day	\$297.62
	Half Day	\$148.81
Autistic Education	Full Day	\$360.30
	Half Day	\$180.15
Speech Services	Per 15 Min.	\$28.75
Occupational Therapy	Per 15 Min.	\$28.75
Physical Therapy	Per 15 Min.	\$36.75
PCA (Personal Care Aide)	Per Hr	\$24.46

BUSINESS ASSOCIATE AGREEMENT

THIS BUSINESS ASSOCIATE AGREEMENT (this “Agreement”), is made and entered into as of August 26, 2026, by and between **Beacon Light Behavioral Health Systems**, located at 47 Beacon Light Way, Bradford, PA 16701 (“Covered Entity”), and **Wyoming Valley West School District** (“Business Associate”), to address the parties responsibilities under the Health Insurance Portability and Accountability Act of 1996 (“HIPAA”), and the regulations promulgated there under, including without limitation, the Standards for Privacy of Individually Identifiable Health Information (the “HIPAA Privacy Rule”) and the Security Standards for the Protection of Electronic Protected Health Information (the “HIPAA Security Rule”) set forth at 45 C.F.R., Parts 160 and 164; and

WHEREAS, Covered Entity has contracted the services of Business Associate that may involve the use and disclosure of Protected Health Information (“PHI”) (as that term is defined below); and

WHEREAS, the HIPAA Privacy and Security Rules require Covered Entity to enter into this Agreement with Business Associate to obtain satisfactory assurances that Business Associate will appropriately safeguard all PHI that Business Associate receives from, creates or receives on behalf of, Covered Entity.

NOW, THEREFORE, in consideration of the promises and mutual covenants contained herein, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1.0 DEFINITIONS

1.1 Health Care Operations shall have the meaning defined in 45 C.F.R. §164.501, as currently drafted and subsequently amended.

1.2 Individually Identifiable Health Information shall mean information that is a subset of health information, including demographic information collected from an individual, and (i) is created or received by a healthcare provider, health plan, or healthcare clearinghouse; and (ii) relates to the past, present, or future physical or mental health or condition of an individual; the provision of healthcare to an individual; or the past, present, or future payment for the provision of health care to an individual; and (a) identifies the individual, or (b) with respect to which there is a reasonable basis to believe the information can be used to identify the individual.

1.3 Protected Health Information (“PHI”) shall mean Individually Identifiable Health Information that is (i) transmitted by electronic media, (ii) maintained in any medium constituting electronic media, or (iii) transmitted or maintained in any other form or medium. PHI shall not include (i) education records covered by the Family Educational Right and Privacy Act, as amended, 20 U.S.C. §1232g, and (ii) employment records held by Covered Entity in its role as employer.

1.4 Designated Record Set shall mean a group of records maintained by or for Covered Entity that is (i) the medical records and billing records about individuals maintained by or for Covered Entity, (ii) the enrollment, payment, claims adjudication, and case or medical management record systems maintained by or for a health plan; or (iii) used, in whole or in part, by or for Covered Entity to make decisions about individuals. As used herein the term, “Record” means any item, collection, or grouping of information that includes PHI and is maintained, collected, used, or disseminated by or for Covered Entity.

1.5 Affiliated Covered Entity shall mean another legal entity that shares common ownership and/or control with Covered Entity and with whom Covered Entity has elected to be designated as a single Covered Entity for purposes of the HIPAA Privacy and Security Rules.

1.6 Catch-all definition. Terms used, but not otherwise defined in this Agreement shall have the same meaning as those terms in the HIPAA Privacy and Security Rules.

2. PERMISSIVE AND REQUIRED USES AND DISCLOSURES OF PHI BY BUSINESS ASSOCIATE

2.1 Contractual Obligations. Except as otherwise limited by this Agreement, Business Associate may use or disclose PHI necessary to perform its obligations as may be required under any and all applicable oral or written contracts with Covered Entity provided that such use or disclosure of PHI would not violate the HIPAA Privacy or Security Rules if done by Covered Entity. All other uses and

disclosures not authorized by this Agreement are prohibited, unless required by law or agreed to in writing by Covered Entity.

2.2 Business Activities. Unless otherwise limited herein, Business Associate may:

- a. Use PHI in its possession for Business Associate's proper management and administration and to fulfill any present or future legal responsibilities of Business Associate provided that such uses are permitted under the HIPAA Privacy and Security Rules and any other applicable federal and state privacy laws.
- b. Disclose the PHI in its possession to third parties for the purpose of Business Associate's proper management and administration and to fulfill any present or future legal responsibilities of Business Associate, provided that Business Associate represents to Covered Entity in writing, (i) that the disclosures are required by law; or (ii) Business Associate has received from the third party written assurances that the PHI will be held confidentially and used or further disclosed only as required by law or for the purpose for which it was disclosed to the third party, and the third party agrees to notify Business Associate of any instances of which it is aware in which the confidentiality of the PHI has been breached.
- c. Aggregate the PHI in its possession with the PHI of other Affiliated Covered Entities that Business Associate has in its possession through its capacity as a business associate to such other Affiliated Covered Entities provided that the purpose of such aggregation is to provide Covered Entity with data analysis relating to the Health Care Operations of Covered Entity. Business Associate will not disclose PHI obtained from Covered Entity to another non-affiliated covered entity absent written authorization from Covered Entity.
- d. De-identify any and all PHI, provided that the de-identification conforms to the requirements of 45 CFR §164.514(b) and that Business Associate maintains such documentation as required by applicable law, as provided for in 45 CFR §164.514(b). The parties understand that properly de-identified information is not PHI under the terms of this Agreement.
- e. Use PHI to report violations of law to appropriate federal and state authorities consistent with 45 CFR §164.502(j)(1).

3. RESPONSIBILITIES OF THE PARTIES WITH RESPECT TO PHI

3.1 Responsibilities of the Business Associate. With regard to its use and/or disclosure of PHI, Business Associate hereby agrees to:

- a. Not use or further disclose the information other than as permitted or required by this Agreement or as required by law;
- b. Mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a use or disclosure of PHI in violation of the requirements of this Agreement.
- c. Report to Covered Entity in writing, any use or disclosure of PHI that is not permitted or required by this Agreement, or any security incident, of which it becomes aware within 10 days of Business Associate's discovery of such unauthorized use or disclosure or security incident.
- d. Ensure that any agent, including a subcontractor to whom Business Associate provides PHI received from, or created or received by Business Associate on behalf of, Covered Entity agrees in writing to the same restrictions and conditions that apply through this Agreement to the Business Associate with respect to PHI, and agrees to implement reasonable and appropriate safeguards to protect such information.
- e. Use appropriate safeguards to maintain the security of the PHI and to prevent unauthorized use and/or disclosure of the PHI. Business Associate shall implement and use administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of electronic PHI that it creates, receives, maintains, or transmits on behalf of Covered Entity as required by the HIPAA Security Rule, and shall comply, where applicable, with the

HIPAA Security Rule, to prevent use or disclosure of the information other than as provided for by this Agreement.

- f. Make available all of its internal records, books, agreements, policies, and procedures relating to the use and disclosure of PHI received from, or created or received by the Business Associate on behalf of, Covered Entity to the Secretary of the U.S. Department of Health and Human Services ("HHS") for the purposes of determining Covered Entity's compliance with the HIPAA Privacy and Security Rules.
- g. Document uses and disclosures of PHI and within thirty (30) days of Covered Entity's request, make available such documentation to Covered Entity for an accounting of the individual's PHI as required by 45 C.F.R. §164.528.
- h. Make available to Covered Entity all records, books, agreements, policies and procedures relating to Business Associate's use and disclosure of PHI for purposes of determining Business Associate's compliance with the terms of this Agreement.
- i. If records containing PHI constitute a Designated Record Set, Business Associate agrees to provide access to PHI at the request of Covered Entity and make available PHI for amendment and incorporate any amendments as directed by Covered Entity, all in accordance with applicable law.
- j. To the extent that Business Associate is to carry out one or more of Covered Entity's obligations under the HIPAA Privacy Rule, comply with the requirements of the HIPAA Privacy Rule that apply to Covered Entity in the performance of such obligations.

3.2 Responsibilities of Covered Entity. With regard to the use and/or disclosure of PHI by the Business Associate, Covered Entity hereby agrees:

- a. To inform Business Associate of any change(s) in its Notice of Privacy Practices (the "Notice") that Covered Entity provides to individuals pursuant to 45 C.F.R. §164.520, to the extent that any such change(s) may affect Business Associate's use or disclosure of PHI, and to provide the Business Associate a copy of the Notice currently in use.
- b. To inform the Business Associate of any changes in, or revocation of, the consent or authorization provided to Covered Entity by individuals to use or disclose PHI, to the extent that such changes or revocation may affect Business Associate's use or disclosure of PHI pursuant to 45 C.F.R. §164.506 and §164.508.
- c. To notify the Business Associate of any restrictions on use and/or disclosure of PHI that Covered Entity has agreed to in accordance with 45 C.F.R. §164.522 agreed to by Covered Entity.
- d. That Covered Entity shall not request Business Associate to use or disclose PHI in any manner that would not be permissible under the HIPAA Privacy or Security Rules even if done by Covered Entity.

3.3 Data Breach Notification Requirements. Covered Entity and Business Associate shall each comply with the HHS Final Rule on Breach Notification for Unsecured Protected Health Information ("Notification Rule"). Business Associate shall alert Covered Entity immediately if it discovers an actual or suspected breach of unsecured PHI (as defined in the Notification Rule) in connection with Covered Entity data acquired, accessed, used, or disclosed by Business Associate or its agents, or Covered Entity data stored at or transmitted through a Business Associate-managed data center or Business Associate-managed servers or networks. Business Associate shall provide, either in conjunction with the above notification, or promptly thereafter as information becomes available and to the extent possible, the identification of each individual whose unsecured PHI has been, or is reasonably believed to have been, accessed, acquired, used, or disclosed during the breach. As between Covered Entity and Business Associate, the Covered Entity shall have final authority to determine whether a breach of unsecured PHI has occurred, whether HHS notification requirements have been triggered, and the necessity for and content of any required notifications. Business Associate shall cooperate fully to assist Covered Entity in identifying individuals potentially affected by the breach, conducting the risk assessment required by the Notification Rule, and providing any required notifications. To the extent that the breach of unsecured PHI

resulted from acts or omissions of Business Associate or its agents, Business Associate shall be responsible for all costs reasonably incurred by Covered Entity or Business Associate as a result of such breach. Business Associate shall train the members of its workforce who provide services to Covered Entity with respect to the requirements of the Notification Rule, as necessary and appropriate for those persons to carry out their job duties and comply with the foregoing obligations.

4. TERM AND TERMINATION

4.1 Term. The Term of this Agreement shall be effective on the date specified above, and shall terminate when all PHI provided by Covered Entity to Business Associate, or created or received by Business Associate on behalf of Covered Entity, is destroyed or returned to Covered Entity, or if it is not feasible to return or destroy PHI, when protections are extended to such information in accordance with paragraph 4.3 of this Section.

4.2 Termination for Cause. Upon Covered Entity's knowledge of a material breach by Business Associate, Covered Entity shall:

- a. Provide an opportunity for Business Associate to cure the breach or end the violation within the time specified by Covered Entity, and if Business Associate does not cure the breach or end the violation within the specified time, Covered Entity shall terminate this Agreement and any related agreement/amendments; or
- b. Immediately terminate this Agreement and any related agreements if Business Associate has breached a material term of this Agreement and cure is not possible.

4.3 Effect of Termination.

- a. Immediately upon termination of this Agreement or within sixty (60) days thereafter, Business Associate agrees to return or destroy all PHI received from, or created or received by the Business Associate on behalf of, Covered Entity, and to retain no copies thereof. Business Associate further agrees to recover any PHI in the possession of its subcontractors or agents and return it to Covered Entity.
- b. If it is not feasible for Business Associate to return or destroy said PHI, Business Associate will notify Covered Entity in writing that it has determined that it is not feasible to return or destroy the PHI and the specific reasons for such determination. In the event that Business Associate determines that returning or destroying PHI is not feasible, Business Associate shall extend any and all protections, contained in this Agreement to the Business Associate's use and/or disclosure of PHI retained after the termination of this Agreement, and to limit any further uses and/or disclosures to those purposes that make the return or destruction of the information not feasible. Additionally, upon termination of this Agreement, if it is not feasible for Business Associate to obtain from a subcontractor or agent any PHI in the possession of such subcontractor or agent, the Business Associate must provide a written explanation to Covered Entity and require the subcontractors and agents to agree in writing to extend any and all protections, limitations and restrictions contained in this Agreement to the subcontractors' and/or agents' use and/or disclosure of any PHI retained after the termination of this Agreement, and to limit any further uses and/or disclosures to the purposes that make the return or destruction of the PHI not feasible.

5. MISCELLANEOUS

5.1 Regulatory References. A reference in this Agreement to a section in the HIPAA Privacy or Security Rule means the section as in effect or as amended.

5.2 Amendment. The parties agree to take such action as is necessary to amend this Agreement from time to time as is necessary for the parties to comply with the requirements of the HIPAA Privacy and Security Rules.

5.3 Survival. The respective rights and obligations of Business Associate under Section 4.3 related to "Effect of Termination" shall survive the termination of this Agreement.

5.4 Interpretation. Any ambiguity in this Agreement shall be resolved to permit Covered Entity to comply with the HIPAA Privacy and Security Rules.

6.

7. FERPA

The Family Educational Rights and Privacy Act (FERPA) (20 U.S.C. § 1232g; 34 CFR Part 99) is a Federal law that protects the privacy of student education records. The law applies to all schools that receive funds under an applicable program of the U.S. Department of Education.

FERPA gives parents certain rights with respect to their children's education records. These rights transfer to the student when he or she reaches the age of 18 or attends a school beyond the high school level. Students to whom the rights have transferred are "eligible students."

- Parents or eligible students have the right to inspect and review the student's education records maintained by the school. Schools are not required to provide copies of records unless, for reasons such as great distance, it is impossible for parents or eligible students to review the records. Schools may charge a fee for copies.
- Parents or eligible students have the right to request that a school correct records which they believe to be inaccurate or misleading. If the school decides not to amend the record, the parent or eligible student then has the right to a formal hearing. After the hearing, if the school still decides not to amend the record, the parent or eligible student has the right to place a statement with the record setting forth his or her view about the contested information.
- Generally, schools must have written permission from the parent or eligible student in order to release any information from a student's education record. However, FERPA allows schools to disclose those records, without consent, to the following parties or under the following conditions (34 CFR § 99.31):
 - School officials with legitimate educational interest;
 - Other schools to which a student is transferring;
 - Specified officials for audit or evaluation purposes;
 - Appropriate parties in connection with financial aid to a student;
 - Organizations conducting certain studies for or on behalf of the school;
 - Accrediting organizations;
 - To comply with a judicial order or lawfully issued subpoena;
 - Appropriate officials in cases of health and safety emergencies; and
 - State and local authorities, within a juvenile justice system, pursuant to specific State law.

Schools may disclose, without consent, "directory" information such as a student's name, address, telephone number, date and place of birth, honors and awards, and dates of attendance. However, schools must tell parents and eligible students about directory information and allow parents and eligible students a reasonable amount of time to request that the school not disclose directory information about them. Schools must notify parents and eligible students annually of their rights under FERPA. The actual means of notification (special letter, inclusion in a PTA bulletin, student handbook, or newspaper article) is left to the discretion of each school.

IN WITNESS WHEREOF, the parties have executed this Agreement through their duly authorized representatives as of the effective date stated above.

Covered Entity:

Business Associate:

By:  _____

By: _____

Print Name: Jennifer Gesing

Print Name: _____

Print Title: Executive Director

Print Title: _____

Date: 08/31/2026

Date: _____

AIA Document G731~ – 2019

Change Order, Construction Manager as Adviser Edition

PROJECT: <i>(name and address)</i> Wyoming Valley West Dana St. Modulare Classrooms Project 50 Dana Street Forty Fort, PA 18704	CONTRACT INFORMATION: Contract For: Mechanical Construction Date: June 13, 2026	CHANGE ORDER INFORMATION: Change Order Number: 01 Date: August 13, 2026
OWNER: <i>(name and address)</i> Wyoming Valley West 450 North Maple Avenue Kingston, PA 18704	ARCHITECT: <i>(name and address)</i> Alloy5 Architecture 530 West Broad Street Bethlehem, PA 18018	CONSTRUCTION MANAGER: <i>(name and address)</i> Apollo Group, Inc. 601 Wyoming Ave. Kingston, PA 18704
CONTRACTOR: <i>(name and address)</i> Penn State Mechanical Contractors, Inc.. PO Box 1027 Wilkes-Barre, PA 18703		

THE CONTRACT IS CHANGED AS FOLLOWS:

(Insert a detailed description of the change and, if applicable, attach or reference specific exhibits. Also include agreed upon adjustments attributable to executed Construction Change Directives.)

01 - Water Fountains Add \$7,824.00

The original Contract Sum was	\$ 125,000.00
Net change by previously authorized Change Orders	\$ 0.00
The Contract Sum prior to this Change Order was	\$ 125,000.00
The Contract Sum will be increased by this Change Order in the amount of	\$ 7,824.00
The new Contract Sum including this Change Order will be	\$ 132,824.00

The Contract Time will be unchanged by Zero (0) days.
The Contractor's Work shall be substantially complete on

NOTE: This Change Order does not include adjustments to the Contract Sum or Guaranteed Maximum Price, or the Contract Time, that have been authorized by Construction Change Directive until the cost and time have been agreed upon by both the Owner and Contractor, in which case a Change Order is executed to supersede the Construction Change Directive.

NOT VALID UNTIL SIGNED BY THE ARCHITECT, CONSTRUCTION MANAGER, CONTRACTOR, AND OWNER.

Alloy5 Architecture

ARCHITECT *(Firm name)*

James L. Margotta

Digitally signed by James L. Margotta
DN: cn=J. L. Margotta, o=Alloy5 Architecture, ou=Alloy5 Architecture, email=jmargotta@alloy5.com, c=US

SIGNATURE

James Margotta

PRINTED NAME AND TITLE

2026-09-22

DATE:

Apollo Group, Inc.

CONSTRUCTION MANAGER *(Firm name)*

SIGNATURE

Kyle Flynn

PRINTED NAME AND TITLE

8/25/2026

DATE:

Penn State Mechanical Contractors, Inc..

CONTRACTOR *(Firm name)*

Matthew Hoover

Digitally signed by Matthew Hoover
Date: 2026.08.21 13:18:39 -04'00'

SIGNATURE

Matthew Hoover

PRINTED NAME AND TITLE

DATE:

Wyoming Valley West School District

OWNER *(Firm name)*

SIGNATURE

Dr. Charles R. Suppon Jr. Ed.D.

PRINTED NAME AND TITLE

DATE:

AIA Document G731™ – 2019

Change Order, Construction Manager as Adviser Edition

PROJECT: (name and address) Wyoming Valley West Dana St. Modulare Classrooms Project 50 Dana Street Forty Fort, PA 18704	CONTRACT INFORMATION: Contract For: Mechanical Construction Date: June 13, 2026	CHANGE ORDER INFORMATION: Change Order Number: 02 Date: August 21, 2026
OWNER: (name and address) Wyoming Valley West 450 North Maple Avenue Kingston, PA 18704	ARCHITECT: (name and address) Alloy5 Architecture 530 West Broad Street Bethlehem, PA 18018	CONSTRUCTION MANAGER: (name and address) Apollo Group, Inc. 601 Wyoming Ave. Kingston, PA 18704
CONTRACTOR: (name and address) Penn State Mechanical Contractors, Inc.. PO Box 1027 Wilkes-Barre, PA 18703		

THE CONTRACT IS CHANGED AS FOLLOWS:

(Insert a detailed description of the change and, if applicable, attach or reference specific exhibits. Also include agreed upon adjustments attributable to executed Construction Change Directives.)

02 - Grinder Pump Vent & Lift Add \$4,342.00

The original Contract Sum was	\$	125,000.00
Net change by previously authorized Change Orders	\$	7,824.00
The Contract Sum prior to this Change Order was	\$	132,824.00
The Contract Sum will be increased by this Change Order in the amount of	\$	4,342.00
The new Contract Sum including this Change Order will be	\$	137,166.00

The Contract Time will be unchanged by Zero (0) days.
The Contractor's Work shall be substantially complete on

NOTE: This Change Order does not include adjustments to the Contract Sum or Guaranteed Maximum Price, or the Contract Time, that have been authorized by Construction Change Directive until the cost and time have been agreed upon by both the Owner and Contractor, in which case a Change Order is executed to supersede the Construction Change Directive.

NOT VALID UNTIL SIGNED BY THE ARCHITECT, CONSTRUCTION MANAGER, CONTRACTOR, AND OWNER.

Alloy5 Architecture

ARCHITECT (Firm name)

James L Margotta

Digitally signed by James L Margotta
DN: cn=US, e=jmargotta@alloy5.com, cn=James L Margotta
Date: 2026.09.22 10:54:55-04'00'

SIGNATURE

James Margotta

PRINTED NAME AND TITLE

2026-09-22

DATE:

Penn State Mechanical Contractors, Inc.,

CONTRACTOR (Firm name)

Matthew Hoover

Digitally signed by Matthew Hoover
Date: 2026.08.21 13:19:11 -04'00'

SIGNATURE

Matthew Hoover

PRINTED NAME AND TITLE

DATE:

Apollo Group, Inc.

CONSTRUCTION MANAGER (Firm name)

SIGNATURE

Kyle Flynn

PRINTED NAME AND TITLE

8/23/2026

DATE:

Wyoming Valley West School District

OWNER (Firm name)

SIGNATURE

Dr. Charles R. Suppon Jr. Ed.D.

PRINTED NAME AND TITLE

DATE:



Mobile Modular Management Corporation
250 Centreport Parkway
Fredericksburg, VA 22406
Phone: (704) 519-4000 Fax: (704) 519-4001
www.MobileModularRents.com

Change Order 1

Contract: 252004942.1
Contract Term: Months
Date Printed: 08/24/2026
Start Rent Date: Aug 31, 2026

Customer Information:**Apollo Group, Inc.**

201 Chester Street
Kingston, PA 18704
Kyle Flynn
kflynn@apolloinc.com
570 7049069

Site Information:

Apollo Group, Inc.
50 Dana Street
Forty Fort, PA
Kyle Flynn
kflynn@apolloinc.com
570 7049069

Customer PO/Reference:

Exp.:

By:

Questions?

Please Contact: Dominique Daigle
Dominique.Daigle@MobileModular.com
Phone: (704) 519-4000
Fax: (704) 519-4001

Current Charges	Buidling ID	Qty	Charge Each	Total One time
Additional Labor, On Blvl, Other	107489	1	\$15,315.00	\$15,315.00
Current Adjusted One Time Charges (Change Order Only) – Excluding Tax				\$15,315.00

SPECIAL NOTES:

- * Applicable taxes will be charged using the actual tax rate at the time of change order.
- * Please sign & return, so that we may proceed with your order.
- * Previous change orders are not reflected.
- * This change order serves as an addendum to our original contract.

Apollo Group, Inc.

Accepted by: _____

Date: _____

Please Print Name: _____



Mobile Modular Management Corporation
 250 Centreport Parkway
 Fredericksburg, VA 22406
 Phone: (704) 519-4000 Fax: (704) 519-4001
www.MobileModularRents.com

Change Order 2

Contract: 252004942.1
Contract Term: Months
 Date Printed: 09/15/2026
 Start Rent Date: Sep 15, 2026

Customer Information:

Apollo Group, Inc.
 201 Chester Street
 Kingston, PA 18704
 Kyle Flynn
 kflynn@apolloinc.com
 570 7049069

Site Information:

Apollo Group, Inc.
 50 Dana Street
 Forty Fort, PA
 Kyle Flynn
 kflynn@apolloinc.com
 570 7049069

Customer PO/Reference:

Exp.:
 By:

Questions?

Please Contact: Dominique Daigle
 Dominique.Daigle@MobileModular.com
 Phone: (704) 519-4000
 Fax: (704) 519-4001

Current Charges	Buidling ID	Qty	Charge Each	Total One time
Connecting Link Panzitta	107489	1	\$211,873.60	\$211,873.60
Handicap Ramp Panzitta	107489	1	\$48,421.00	\$48,421.00
Modular Foundation Shell	107489	1	\$33,989.00	\$33,989.00
Driveway Paving	107489	1	\$62,427.00	\$62,427.00
Remove Concrete	107489	1	\$26,392.00	\$26,392.00
Additional Ramp Pave	107489	1	\$11,059.00	\$11,059.00
Blacktop Path	107489	1	\$7,469.00	\$7,469.00
Current Adjusted One Time Charges (Change Order Only) – Excluding Tax				\$401,630.60

SPECIAL NOTES:

- * Applicable taxes will be charged using the actual tax rate at the time of change order.
- * Please sign & return, so that we may proceed with your order.
- * Previous change orders are not reflected.
- * This change order serves as an addendum to our original contract.

Apollo Group, Inc.

Accepted by: _____

Date: _____

Please Print Name: _____



Mobile Modular Management Corporation
250 Centreport Parkway
Fredericksburg, VA 22406
Phone: (704) 519-4000 Fax: (704) 519-4001
www.MobileModularRents.com

Deductive Change Order

Contract: 252004942.1
Contract Term: Months
Date Printed: 09/30/2026
Start Rent Date: Oct 15, 2026

Customer Information:

Apollo Group, Inc.
201 Chester Street
Kingston, PA 18704
Kyle Flynn
kflynn@apolloinc.com
570 7049069

Site Information:

Apollo Group, Inc.
50 Dana Street
Forty Fort, PA
Kyle Flynn
kflynn@apolloinc.com
570 7049069

Customer PO/Reference:

Exp.:
By:

Questions?

Please Contact: Dominique Daigle
Dominique.Daigle@MobileModular.com
Phone: (704) 519-4000
Fax: (704) 519-4001

Current Charges	Buidling ID	Qty	Charge Each	Total One time
Installation, Ramp Custom Plan	107489	1	\$ -145,000.00	\$ -145,000.00
Current Adjusted One Time Charges (Change Order Only) – Excluding Tax				\$ -145,000.00

SPECIAL NOTES:

- * Applicable taxes will be charged using the actual tax rate at the time of change order.
- * Please sign & return, so that we may proceed with your order.
- * Previous change orders are not reflected.
- * This change order serves as an addendum to our original contract.

Apollo Group, Inc.

Accepted by: _____

Date: _____

Please Print Name: _____