

SHARPSVILLE AREA SCHOOL DISTRICT
Regular Meeting
December 3, 2013

The regular meeting of the Sharpsville Area School Board was held in the Board Room at the Seventh Street Education Center on December 3 2013, at 7:14 p.m. with President Bill Henwood presiding. The following members were present: David DeForest, Gary Grandy, Rick Haywood, Bill Henwood, Tom Lapikas, John Napotnik, Patrick O'Connor, and Janice Raykie. Deanna Thomas arrived at 7:34 p.m.

Also present were Interim Superintendent Dr. Hendley D. Hoge; Senior Business Manager/Board Secretary Jaime Roberts; Solicitor Robert Tesone; High School Principal Kirk Scurpa; Middle School Principal John Vannoy; Elementary School Principal Matthew Dieter; Instructional Technology Coordinator Kent Williams; Food Service Director Beth Hunyadi; Director of Facilities Wade Hoagland; Buildings and Grounds Manager Edwin Getway; and Special Education Supervisor Chris Smith.

ADOPTION OF THE AGENDA

There was a motion by Mr. Grandy, seconded by Mr. O'Connor, to approve the meeting agenda.

Motion carried.

APPROVAL OF MINUTES

There was a motion by Mr. Grandy, seconded by Mrs. Raykie, to approve the minutes from the previous meeting.

Motion carried.

SECRETARY'S REPORT

Board Secretary Jaime Roberts had no official action to report.

TREASURER'S REPORT

Treasurer John Napotnik recommended the following action:

SCHOOL ACCOUNTS

Mr. Napotnik announced that the monthly financial activity of the Payroll, General and Capital Reserve Accounts will be reviewed at the January 2014 meeting.

AUTHORIZE PAYMENT OF DECEMBER BILLS

There was a motion by Mr. Napotnik, seconded by Mr. Grandy, to authorize payment of the December bills for the General and Capital Reserve Funds with retroactive approval at the January 2014 Board meeting.

Approved: DeForest, Grandy, Haywood, Henwood, Lapikas, Napotnik, O'Connor, and Raykie

Opposed: None

Motion Carried.

SIGNATURE AUTHORITY

There was a motion by Mr. Napotnik, seconded by Mr. O'Connor, to approve a Resolution with First National Bank for signature authority of Board Officers.

Approved: DeForest, Grandy, Haywood, Henwood, Lapikas, Napotnik, O'Connor, and Raykie

Opposed: None

Motion Carried.

FINANCE REPORT

Chairman David DeForest recommended the following action:

ACTIVITY ACCOUNTS

Mr. DeForest announced that the monthly activity for the Middle and High School Activity accounts will be reviewed at the January 2014 Board meeting.

VOTING DELEGATE RESOLUTION

There was a motion by Mr. DeForest, seconded by Mr. Napotnik, to approve Resolution 14 of 2013 to approve the following voting delegates to the Mercer County Tax Collection Committee. A copy of the Resolution is attached to and a part of these minutes.

- | | |
|---------------------|-----------------------------------|
| 1. Primary Delegate | Senior Business Manager |
| 2. First Alternate | Superintendent |
| 3. Second Alternate | Chairman of the Finance Committee |

Approved: DeForest, Grandy, Haywood, Henwood, Lapikas, Napotnik, O'Connor, and Raykie

Opposed: None

Motion Carried.

PLANCON PART K APPROVED

There was a motion by Mr. DeForest, seconded by Mr. Haywood, to acknowledge the Pennsylvania Department of Education's approval of PlanCon Part K Project Refinancing for the 2013 General Obligation Bonds.

Approved: DeForest, Grandy, Haywood, Henwood, Lapikas, Napotnik, O'Connor, and Raykie

Opposed: None

Motion Carried.

AUDIT APPROVAL

There was a motion by Mr. DeForest, seconded by Mr. O'Connor, to accept the Audit report of June 30, 2013, as presented by Black, Bashor and Porsch.

Approved: DeForest, Grandy, Haywood, Henwood, Lapikas, Napotnik, O'Connor, and Raykie

Opposed: None

Motion Carried.

RESOLUTION 15 OF 2013

There was a motion by Mr. DeForest, seconded by Mrs. Raykie, to approve Resolution 15 of 2013 stating the Board of Directors of the Sharpsville Area School District has determined that there will be no increase in the rate of any tax for the support of its public schools for the 2014-15 fiscal year by more than the Index established by the Department of education for the District, whereas, the adjusted index for the District is 3.1%. A copy of the Resolution is attached to and a part of these minutes.

Approved: DeForest, Grandy, Haywood, Henwood, Lapikas, Napotnik, O'Connor, and Raykie

Opposed: None

Motion Carried.

POLICY REPORT

Chairman Janice Raykie recommended the following action:

REVISED POLICIES – SECOND READING

There was a motion by Mrs. Raykie, seconded by Mr. DeForest, to approve the second reading of the following revised policies:

1. 103.1 Nondiscrimination – Qualified Students with Disabilities
2. 113.1 Discipline of Students with Disabilities
3. 113.2 Behavior Support
4. 308 Employment Contract/Board Resolution
5. 312 Performance Assessment of Superintendent/Assistant Superintendent
6. 333 Professional Development
7. 806 Child/Student Abuse
8. 818 Contracted Services
9. 822 Automated External Defibrillator (AED)/Cardiopulmonary Resuscitation (CPR) Policy

Approved: DeForest, Grandy, Haywood, Henwood, Lapikas, Napotnik, O'Connor,
and Raykie

Opposed: None

Motion Carried.

CURRICULUM REPORT

Chairman John Napotnik had no official action to report.

PERSONNEL REPORT

Mr. John Napotnik recommended the following action:

SUPERINTENDENT EMPLOYMENT

There was a motion by Mr. Napotnik, seconded by Mr. DeForest, to elect Dr. Brad Ferko as Superintendent of the Sharpsville Area School District for a term of up to five years at a salary of \$115,000.00 per annum pro-rated, contingent upon the execution of a mutually agreeable employment contract by and between Dr. Brad Ferko and the School Directors of the Sharpsville Area School District.

Roll Call vote:	DeForest	Yes
	Grandy	Yes
	Haywood	Yes
	Henwood	Yes
	Lapikas	Yes
	Napotnik	Yes
	O'Connor	Yes
	Raykie	Yes

Motion Carried.

HEALTHCARE PREMIUM CONVERSION AND WAIVER PLAN

There was a motion by Mr. Napotnik, seconded by Mr. DeForest, to approve the Healthcare Premium Conversion and Waiver Plan effective January 1, 2014, the same being attached to and a part of these minutes.

Approved: DeForest, Grandy, Haywood, Henwood, Lapikas, Napotnik, O'Connor, and Raykie

Opposed: None

Motion Carried.

BUILDINGS AND GROUNDS REPORT

Chairman Tom Lapikas had no official action to report.

NEGOTIATIONS REPORT

Chairman Bill Henwood had no official action to report.

TECHNOLOGY REPORT

There was no official action to report.

CAFETERIA REPORT

Chairman Gary Grandy recommended the following action:

FINANCE REPORT

Mr. Grandy announced that the monthly financial report for the Cafeteria Fund will be reviewed at the January meeting.

ATHLETIC REPORT

Chairman Pat O'Connor recommended the following action:

Dr. Thomas arrived at 7:34 p.m.

INDEPENDENT VOLUNTEER SWIMMING COACH

There was a motion by Mr. O'Connor, seconded by Mr. Lapikas, to approve Margaret Ferlin as an Independent Volunteer Swimming Coach.

Approved: DeForest, Grandy, Henwood, Haywood, Lapikas, Napotnik, O'Connor, Raykie, and Thomas

Opposed: None

Motion Carried.

MERCER COUNTY CAREER CENTER REPORT

Chairman David DeForest recommended the following action:

OPERATING COMMITTEE REPRESENTATIVE

There was a motion by Mr. DeForest, seconded by Mr. O'Connor, to appoint David DeForest as the Operating Committee representative of the Mercer County Career Center for the term ending December 2016.

Approved: DeForest, Grandy, Henwood, Haywood, Lapikas, Napotnik, O'Connor, Raykie, and Thomas

Opposed: None

Motion Carried.

ALTERNATE OPERATING COMMITTEE REPRESENTATIVE

There was a motion by Mr. DeForest, seconded by Mr. O'Connor, to appoint John Napotnik, as the Alternate Operating Committee representative of the Mercer County Career Center for the term ending December 2016.

Approved: DeForest, Grandy, Henwood, Haywood, Lapikas, Napotnik, O'Connor, Raykie, and Thomas

Opposed: None

Motion Carried.

SUPERINTENDENT'S REPORT

Interim Superintendent Dr. Hendley Hoge recommended the following action:

2014 BOARD MEETING DATES

There was a motion by Mr. DeForest, seconded by Mrs. Raykie, to approve the 2014 Board of Education meeting dates for the 2014 calendar year as amended to include that the January work session will be held at the Mercer County Career Center. A copy of the Board Meeting Dates is attached to and a part of these minutes.

Approved: DeForest, Grandy, Henwood, Haywood, Lapikas, Napotnik, O'Connor, Raykie, and Thomas

Opposed: None

Motion Carried.

REVISED SCHOOL CALENDAR

There was a motion by Mr. Napotnik, seconded by Mrs. Raykie, to approve the revised 2013-14 school calendar, the same being attached to and a part of these minutes.

Approved: DeForest, Grandy, Henwood, Haywood, Lapikas, Napotnik, O'Connor, Raykie, and Thomas

Opposed: None

Motion Carried.

FIELD TRIP APPROVALS

There was a motion by Mr. DeForest, seconded by Mr. Haywood, to approve the following field trips:

1. Approximately 12 Students for Charity students to travel on the following days to volunteer for the Salvation Army at no cost to the District: December 7, 2013–Kmart 10:00 a.m. to 2:00 p.m.; December 7, 2013–Giant Eagle 10:00 a.m. to 2:00 p.m.; December 14, 2013 – Giant Eagle 10:00 a.m. to 2:00 p.m.
2. Approximately 2 Band Students to travel to Lakeview High School for District Band on February 6-8, 2014 with estimated expenses to include fess \$140.00 and sub costs \$150.00, for an estimated total of \$290.00.
3. Approximately 22 Band Students to travel to Thiel College for the Mercer County Honors Band on January 7-8, 2014 with estimated expenses to include fees \$462.00, transportation \$195.04 and sub cots \$75.00 for an estimated total of \$732.04.

Approved: DeForest, Grandy, Henwood, Haywood, Lapikas, Napotnik, O'Connor, Raykie, and Thomas

Opposed: None

Motion Carried.

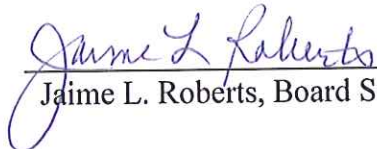
UNFINISHED BUSINESS

Mrs. Raykie requested that the unfinished business regarding athletic teams traveling by charter bus for playoff games be deferred to the athletic committee since it is in the Athletic Handbook and not defined in Board policy.

MEETING RECESSED

There was a motion by Mr. Henwood, seconded by Mr. DeForest, to recess the meeting until Monday, December 16, 2013, at 6:00 p.m. in the Board Room at the Sharpsville Education Center.

The meeting recessed at 7:55 p.m.


Jaime L. Roberts, Board Secretary

SHARPSVILLE AREA SCHOOL DISTRICT
RESOLUTION NO. 14 of 2013

2014 TCC Voting Delegate Appointment Resolution

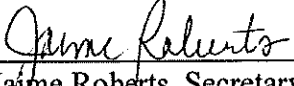
Background. Act 32 § 505(b) requires the governing bodies of school districts, townships, boroughs, and cities that impose an earned income tax to appoint one voting delegate and one or more alternate delegates to be their Tax Collection Committee (TCC) representatives. The purpose of this resolution is to appoint the required delegates. The appointed individuals have consented to appointment.

RESOLVED, by the governing body of the Sharpsville Area School District that the following individuals are appointed as TCC delegates for the Sharpsville Area School District:

1. Primary voting delegate: Business Manager/Board Secretary
2. First alternate voting delegate: Superintendent
3. Second alternate voting delegate: Finance Committee Chairperson
4. If the primary voting delegate cannot be present for a TCC meeting, the first alternate voting delegate shall be the representative at the TCC meeting. If both the primary voting delegate and the first alternate voting delegate cannot be present for a TCC meeting, the second alternate voting delegate shall be the representative at the TCC meeting.
5. These appointments are effective January 1, 2014 and shall continue until successors are appointed. Delegates shall be appointed each year in November or December or as soon thereafter as possible. All delegates shall serve at the pleasure of this governing body and may be removed at any time.

Certification of adoption. The undersigned certifies that the above Resolution was adopted at a public meeting on December 3, 2013.

ATTEST:


Jaime Roberts, Secretary

**SHARPSVILLE AREA
SCHOOL DISTRICT**

By:


President



November 15, 2013

NOV 21 2013

Ms. Jaime L. Roberts
Board Secretary
Sharpsville Area School District
701 Pierce Avenue
Sharpsville, PA 16150

RE: PLANCON PART K: PROJECT REFINANCING

Lease Number: 132520
Amount Financed: \$8,670,000
Reimbursable Percent: 39.80% (Permanent)
Refinancing Type: Issuance of General Obligation Bonds, Series of 2013 to Refund
General Obligation Bonds, Series of 2003 (lease Number 032520)

Dear Ms. Roberts:

This letter acknowledges receipt of the PlanCon Part K, "Project Refinancing," for the above-referenced bond issue. The material is in a form acceptable to the department and is hereby approved. This approval is based on a limited review of the documents submitted. If information reviewed subsequent to this approval violates law, policy or procedure, the department reserves the right to rescind any and all approvals materially affected.

The Commonwealth will share in the excess proceeds realized from these transactions by reducing the March 15, 2014 debt service payment on the Series of 2013 bonds by \$6,259.01 (see the attached settlement sheet for detailed information).

Any funds returned to the school district after all refunded bonds have been retired must be used to reduce the reimbursable amortization on the refunding bond issue. The school district is directed to report the unexpended funds related to the escrow to the Comptroller's Office after September 1, 2013. The Commonwealth will share in any funds returned to the school district by reducing the next scheduled debt service payment on the refunding bond issue. Unadjusted overpayments will be cited in future Auditor General audit findings.

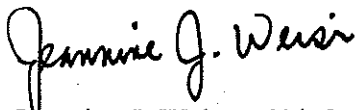
A condition of this approval is that, unless otherwise approved by the department, all available funds in the bond issues being refunded are to be used to reduce the principal amount of the new bond issue. Any funds remaining at closing which are not earmarked for capital projects and any excess proceeds from the refunding bond issue must be transferred to the debt-service fund established for the new bond issue. These funds are not subject to reimbursement by the Commonwealth.

Ms. Roberts
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November 15, 2013

The school district must file form PDE-2071, "Application For Reimbursement For School Construction Project," to the Comptroller's Office to receive the reimbursement on this financing. The lease number and reimbursable percent referenced above must be included on form PDE-2071.

This document and appended materials should be entered into the minutes of the next board meeting. If you have any questions, please contact James Grant at 717.787.5993.

Sincerely,

A handwritten signature in black ink that reads "Jeannine J. Weiser". The signature is written in a cursive style with a large, stylized "J" and "W".

Jeannine J. Weiser, Chief
Division of Budget

JJW/cmf

Attachments

cc: Public Financial Management, Inc.
School Finance
Refunding
Budget
Chronological File

REIMBURSABLE PERCENT -
REFINANCING WITH NO NEW MONEY

SD/AVTS: Sharpsville Area

LEASE #: 132520

Lease #	Outstanding Debt Service	Available Funds	Net Outstanding Debt	Reim %	T or P	Eligible Debt
032520	10,104,625	0	10,104,625	0.3980	(P)	4,021,641
0	0	0	0	0.0000	(P)	0
0	0	0	0	0.0000	(P)	0
0	0	0	0	0.0000	(P)	0
0	0	0	0	0.0000	(P)	0
TOTAL:	10,104,625	0	10,104,625			4,021,641
A. Total Eligible Debt - Refinancing						4,021,641
B. Total Net Outstanding Debt						10,104,625
C. Total New Debt Service						9,512,010
D. Reimbursable Pct (Temporary or Permanent)						0.3980 (P)
(Total Eligible Debt divided by the greater of Line B or Line C)						

SUMMARY OF SOURCES AND USES OF FUNDS		
District/CTC: Sharpsville Area School District	Financing Name: General Obligation Bonds, Series of 2013	Closing Date: 7/31/2013
REPORT TO THE PENNY - DO NOT ROUND		
	SERIES 2013	SERIES _____
SOURCES:		
Bond Issue (Par)	✓ \$8,670,000.00	
Original Issue Discount/Premium	152,007.40	
Accrued Interest		
Cash Contribution by District		
Unallocated Funds from Bond Issues Being Refunded		
Other Sources of Funds (Specify)		
1. _____		
2. _____		
3. _____		
4. _____		
TOTAL - Sources of Available Funds	✓ \$8,822,007.40	
USES:		
Purchase of Investments/Escrow		
Cash for Current Refunding	✓ \$8,651,930.00	
Issuance Costs:		
1. Underwriter Fees	86,700.00	
2. Bond Insurance		
3. Bond Counsel	21,185.00	
4. School Solicitor	12,500.00	
5. Financial Advisor	22,411.39	
5. Paying Agent/Trustee Fees and Expenses	800.00	
7. Printing	8,352.00	
8. Rating Fee	8,750.00	
9. Verification Report		
10. Computer Fees		
11. CUSIP	370.00	
12. Internet Auction Fee	2,750.00	
13. Escrow Agent		
14. Redemption Agent		
15. _____		
Total - Issuance Costs	✓ \$163,818.39	
Accrued Interest		
Capitalized Interest		
Surplus Monies or Cash to School District		
Other Uses of Funds (Specify)		
1. Sinking Fund Deposit	✓ 6,259.01	Deduct from 1st Payment
2. _____		
TOTAL - USES OF AVAILABLE FUNDS	✓ \$8,822,007.40	

132520

District/AVTS Sharpsville Area School District					PDE LEASE # (PDE Use Only)	
Financing General Obligation Bonds, Series of 2013					Total Bond Issue: 8,670,000	
Name:					Original Issue	
Dated Date: 7/31/2013					Premium: 152,007.40	
Settlement Date: 7/31/2013						
Bond Discount: 86,700.00						
PAYMENT DATE	PRINCIPAL OUTSTANDING	PRINCIPAL	RATE	INTEREST	PERIOD TOTAL	STATE FISCAL YR TOTAL (7/1 - 6/30)
	8,670,000.00					
3/15/2014	8,255,000.00	415,000.00	2.000	110,707.03	525,707.03	525,707.03
9/15/2014	7,325,000.00	930,000.00	2.000	84,415.63	1,014,415.63	
3/15/2015	7,325,000.00			75,115.63	75,115.63	1,089,531.26
9/15/2015	6,375,000.00	950,000.00	2.000	75,115.63	1,025,115.63	
3/15/2016	6,375,000.00			65,615.63	65,615.63	1,090,731.26
9/15/2016	5,410,000.00	965,000.00	2.000	65,615.63	1,030,615.63	
3/15/2017	5,410,000.00			55,965.63	55,965.63	1,086,581.26
9/15/2017	4,425,000.00	985,000.00	2.000	55,965.63	1,040,965.63	
3/15/2018	4,425,000.00			46,115.63	46,115.63	1,087,081.26
9/15/2018	3,420,000.00	1,005,000.00	2.000	46,115.63	1,051,115.63	
3/15/2019	3,420,000.00			36,065.63	36,065.63	1,087,181.26
9/15/2019	2,395,000.00	1,025,000.00	2.000	36,065.63	1,061,065.63	
3/15/2020	2,395,000.00			25,815.63	25,815.63	1,086,881.26
9/15/2020	1,350,000.00	1,045,000.00	2.000	25,815.63	1,070,815.63	
3/15/2021	1,350,000.00			15,365.63	15,365.63	1,086,181.26
9/15/2021	285,000.00	1,065,000.00	2.250	15,365.63	1,080,365.63	
3/15/2022	285,000.00			3,384.38	3,384.38	1,083,750.01
9/15/2022	0.00	285,000.00	2.375	3,384.38	288,384.38	
3/15/2023	0.00			0.00	0.00	288,384.38
TOTAL		✓ 8,670,000.00		✓ 842,010.24	✓ 9,512,010.24	9,512,010.24

SHARPSVILLE AREA SCHOOL DISTRICT RESOLUTION NO. 15 OF 2013

WHEREAS, on June 27, 2006, the Pennsylvania legislature passed Act 1 of Special Session 2006, entitled the "Taxpayer Relief Act" (hereinafter "Act 1");

WHEREAS, Act 1 requires school districts to limit tax increases to the level set by an inflation index unless the tax increase is approved by voters in a referendum or the school district obtains from the Department of Education or a court of common pleas certain referendum exceptions;

WHEREAS, Act 1 does, however, allow a board of school directors to elect to adopt a resolution indicating that it will not raise the rate of any tax for the support of the public schools for the following fiscal year by more than its index, provided this resolution must be adopted no later than 110 days prior to the date of the election immediately preceding the upcoming fiscal year;

WHEREAS, the adjusted index for the 2014-15 fiscal year is 3.1%;

WHEREAS, the Sharpsville Area School District Board of Directors has made the decision that it shall not raise the rate of any tax for the support of the Sharpsville Area School District for the 2014-15 fiscal year by more than its index.

AND NOW, on this 3rd day of December, 2013, it is hereby **RESOLVED** by the Sharpsville Area School District (hereinafter "District") Board of Directors (hereinafter "Board") the following:

1. The Board certifies that it will not increase any school district tax for the 2014-15 school year at a rate that exceeds the index as calculated by the Pennsylvania Department of Education.
2. The Board certifies that it will comply with the procedures set forth in Section 687, of the Pennsylvania Public School Code (hereinafter "School Code"), 24 P.S. §6-687, for the adoption of its proposed and final budget.
3. The Board certifies that increasing any tax at a rate less than or equal to the index will be sufficient to balance its final budget of the 2014-15 fiscal year.
4. The Administration of the District will submit the District's information on a proposed increase in the rate of a tax levied for the support of the District to the Pennsylvania Department of Education on the uniform form prepared by the Pennsylvania Department of Education no later than five days after the Board's adoption of this Resolution.

5. The Administration of the District will send a copy of this Resolution to the Pennsylvania Department of Education no later than five days after the Board's adoption of this Resolution.
6. The Board understands and agrees that by passing this Resolution it is not eligible to seek referendum exceptions under Section 333(f) of Act 1 and is not eligible to request approval from the voters through a referendum to increase a tax rate by more than the index as established for the 2014-15 fiscal year.
7. Once this Resolution is passed, the Administration of the District is not required to comply with the preliminary budget requirements set forth in paragraphs (a) and (c) of Section 311 of Act 1. Provided, however:
 - (a) The Board understands and agrees that, upon receipt of the information submitted by the District as set forth in paragraphs 4 and 5 above, the Pennsylvania Department of Education shall compare the District's proposed percentage increase in the rate of the tax with the index.
 - (b) Within ten days of the receipt of this information, the Pennsylvania Department of Education shall inform the District whether its proposed tax rate increase is less than or equal to the index.
 - (c) If the Pennsylvania Department of Education determines that the District's proposed increase in the rate of the District's tax exceeds the index, the District is subject to the preliminary budget requirements as set forth in paragraph (a) and (c) of Section 311 of Act 1.

DULY ADOPTED, by the Board of School Directors of this School District, this 3rd day of December, 2013.

SHARPSVILLE AREA SCHOOL DISTRICT
Sharpsville, Pennsylvania

By: _____

President

ATTEST:

James Saluto
Secretary

(SEAL)



SECTION: PROGRAMS

TITLE: NONDISCRIMINATION –
QUALIFIED STUDENTS WITH
DISABILITIES

ADOPTED:

REVISED:

	<p style="text-align: center;">103.1. NONDISCRIMINATION – QUALIFIED STUDENTS WITH DISABILITIES</p> <p>The Board declares it to be the policy of this district to ensure that all district programs and practices are free from discrimination against all qualified students with disabilities. The Board recognizes its responsibility to provide academic and nonacademic services and programs equally to students with and without disabilities.</p> <p>The district shall provide to each qualified student with a disability enrolled in the district, without cost to the student or parent/guardian, a free and appropriate public education (FAPE). This includes provision of education and related aids, services, or accommodations which are needed to afford each qualified student with a disability equal opportunity to participate in and obtain the benefits from educational programs and extracurricular activities without discrimination, to the same extent as each student without a disability, consistent with federal and state laws and regulations.</p> <p>The Board encourages students and parents/guardians who believe they have been subjected to discrimination or harassment to promptly report such incidents to designated employees.</p> <p>The Board directs that complaints of discrimination or harassment shall be investigated promptly, and corrective action be taken for substantiated allegations. Confidentiality of all parties shall be maintained, consistent with the district's legal and investigative obligations.</p> <p>The district shall not intimidate, threaten, coerce, discriminate or retaliate against any individual for the purpose of interfering with any right or privilege secured by this policy.</p> <p>Qualified student with a disability - a student who has a physical or mental disability which substantially limits or prohibits participation in or access to an aspect of the district's educational programs, nonacademic services or extracurricular activities.</p>
<p>1. Authority Title 22 Sec. 4.4, 12.1, 12.4, 15.1 et seq 29 U.S.C. Sec. 794 42 U.S.C. Sec. 12101 et seq 28 CFR Part 35 34 CFR Part 104 Pol. 103</p> <p>2. Definitions Title 22 Sec. 15.2 42 U.S.C. Sec. 12102</p>	

103.1. NONDISCRIMINATION – QUALIFIED STUDENTS WITH DISABILITIES - Pg. 2

<p>Title 22 Sec. 15.1 et seq 34 CFR Part 104</p>	<p>Section 504 Team - a group of individuals who are knowledgeable about the student, the meaning of the evaluation data and the placement options for the student. This could include, as appropriate, documentation or input from classroom teachers, counselors, psychologists, school nurses, outside care providers and the student's parents/guardians.</p>
<p>Title 22 Sec. 15.7</p>	<p>Section 504 Service Agreement (Service Agreement) - an individualized plan for a qualified student with a disability which sets forth the specific related aids, services, or accommodations needed by the student, which shall be implemented in school, in transit to and from school, and in all programs and procedures, so that the student has equal access to the benefits of the school's educational programs, nonacademic services, and extracurricular activities.</p>
<p>Pol. 248</p>	<p>Disability harassment - intimidation or abusive behavior toward a student based on disability that creates a hostile environment by interfering with or denying a student's participation in or receipt of benefits, services, or opportunities in the school's educational programs, nonacademic services, or extracurricular activities.</p>
<p>3. Delegation of Responsibility 34 CFR Sec. 104.7</p>	<p>In order to maintain a program of nondiscrimination practices that is in compliance with applicable law and regulations, the Board designates the</p> <p style="padding-left: 40px;"> <input type="checkbox"/> Superintendent <input type="checkbox"/> Assistant Superintendent <input type="checkbox"/> Other _____ (specify) </p> <p>as the district's Section 504 Coordinator.</p> <p>In addition, each school within the district shall have a Section 504 building administrator.</p> <p>The district shall publish and disseminate this policy and complaint procedure on or before the first day of each school year by posting it on the district's website, if available, and in the student handbook. The district shall notify parents/guardians of students residing in the district of the district's responsibilities under applicable law and regulations, and that the district does not discriminate against qualified individuals with disabilities.</p>
<p>Title 22 Sec. 15.4 34 CFR Sec. 104.32</p>	

103.1. NONDISCRIMINATION – QUALIFIED STUDENTS WITH DISABILITIES - Pg. 3

4. Guidelines	<u>Identification And Evaluation</u>
34 CFR Sec. 104.32 Pol. 113	The district shall conduct an annual child find campaign to locate and identify every district student with a disability thought to be eligible for Section 504 services and protections. The district may combine this search with the district's IDEA child find efforts, in order to not duplicate efforts.
Title 22 Sec. 15.5, 15.6 34 CFR Sec. 104.35	If a parent/guardian or the district has reason to believe that a student should be identified as a qualified student with a disability, should no longer be identified as a qualified student with a disability, or requires a change in or modification of the student's current Service Agreement, the parent/guardian or the district shall provide the other party with written notice.
34 CFR Sec. 104.35	The district shall establish standards and procedures for initial evaluations and periodic re-evaluations of students who need or are believed to need related services because of a disability.
34 CFR Sec. 104.35	The district shall specifically identify the procedures and types of tests used to evaluate a student, and provide the parent/guardian the opportunity to give or withhold consent to the proposed evaluation(s) in writing.
	<p>The district shall establish procedures for evaluation and placement that assure tests and other evaluation materials:</p> <ol style="list-style-type: none"> 1. Have been validated and are administered by trained personnel. 2. Are tailored to assess educational need and are not based solely on IQ scores. 3. Reflect aptitude or achievement or anything else the tests purport to measure and do not reflect the student's impaired sensory, manual or speaking skills (except where those skills are what is being measured).
	<u>Service Agreement</u>
Title 22 Sec. 15.7	If a student is determined to be a qualified student with a disability, the district shall develop a written Service Agreement for the delivery of all appropriate aids, services, or accommodations necessary to provide the student with FAPE.
Title 22 Sec. 15.7	The district shall not implement a Service Agreement until the written agreement is executed by a representative of the district and a parent/guardian.
Title 22 Sec. 15.5	The district shall not modify or terminate a student's current Service Agreement without the parent's/guardian's written consent.

<p>Title 22 Sec. 15.3 34 CFR Sec. 104.34</p>	<p><u>Educational Programs/Nonacademic Services/Extracurricular Activities</u></p>
	<p>The district shall educate a qualified student with a disability with students who are not disabled to the maximum extent appropriate to the needs of the student with a disability. A qualified student with a disability shall be removed from the regular educational environment only when the district determines that educating the student in the regular educational environment with the use of related aids, services, or accommodations cannot be achieved satisfactorily. Placement in a setting other than the regular educational environment shall take into account the proximity of the alternative setting to the student's home.</p>
<p>Title 22 Sec. 15.3 34 CFR Sec. 104.34, 104.37 Pol. 112, 122, 123, 810</p>	<p>The district shall not discriminate against any qualified student with a disability in its provision of nonacademic services and extracurricular activities, including but not limited to, counseling services, athletics, transportation, health services, recreational activities, special interest groups or clubs, and referrals to agencies which provide assistance to individuals with disabilities.</p>
	<p><u>Parental Involvement</u></p>
<p>Title 22 Sec. 15.6, 15.7, 15.8 34 CFR Sec. 104.35</p>	<p>Parents/Guardians have the right to inspect and review all relevant school records of the student, meet with the appropriate school officials to discuss any and all issues relevant to the evaluation and accommodations of their child, and give or withhold their written consent to the evaluation and/or the provision of services.</p>
	<p><u>Confidentiality Of Student Records</u></p>
<p>Title 22 Sec. 15.9 Pol. 216</p>	<p>All personally identifiable information regarding a qualified student with a disability shall be treated as confidential and disclosed only as permitted by the Family Educational Rights and Privacy Act (FERPA) and its implementing regulations, state regulations, and Board policy.</p>
	<p><u>Discipline</u></p>
<p>Pol. 218, 233</p>	<p>When necessary, the district shall discipline qualified students with disabilities in accordance with state and federal laws and regulations and Board policies.</p>

<p>SC 1303-A Title 22 Sec. 10.2 35 P.S. Sec. 780-102</p>	<p><u>Referral To Law Enforcement And Reporting Requirements</u></p> <p>For reporting purposes, the term incident shall mean an instance involving an act of violence; the possession of a weapon; the possession, use, or sale of a controlled substance or drug paraphernalia as defined in the Pennsylvania Controlled Substance, Drug, Device and Cosmetic Act; the possession, use, or sale of alcohol or tobacco; or conduct that constitutes an offense listed under the Safe Schools Act.</p>
<p>SC 1302.1-A Title 22 Sec. 10.2, 10.21, 10.22, 10.23, 10.25, 15.2, 15.3, 15.7, 15.9 Pol. 113.2, 218, 218.1, 218.2, 222, 227, 805.1</p>	<p>The Superintendent or designee shall immediately report required incidents and may report discretionary incidents committed on school property, at any school-sponsored activity or on a conveyance providing transportation to or from a school or school-sponsored activity by a qualified student with a disability, including a student for whom an evaluation is pending, to the local police department that has jurisdiction over the school's property, in accordance with state and federal laws and regulations, the procedures set forth in the memorandum of understanding with local law enforcement, and Board policies. The Superintendent or designee shall respond in a manner that is consistent with the student's Service Agreement and Behavior Support Plan, if applicable.</p>
<p>Title 22 Sec. 10.22, 15.1 Pol. 103, 805.1</p>	<p>In making a determination of whether to notify the local police department of a discretionary incident committed by a qualified student with a disability, including a student for whom an evaluation is pending, the Superintendent or designee shall use the same criteria used for students who do not have a disability.</p>
<p>Title 22 Sec. 10.23, 15.7</p>	<p>For a qualified student with a disability who does not have a Behavior Support Plan as part of the student's Service Agreement, subsequent to notification to law enforcement, the district, in consultation with the student's parent/guardian, shall consider whether a Behavior Support Plan should be developed as part of the Service Agreement to address the student's behavior.</p>
<p>SC 1303-A Pol. 805.1</p>	<p>In accordance with state law, the Superintendent shall annually, by July 31, report to the Office for Safe Schools on the required form all new incidents committed by qualified students with disabilities, including students for whom an evaluation is pending, which occurred on school property, at any school-sponsored activity or on a conveyance providing transportation to or from a school or school-sponsored activity.</p>

	PROCEDURAL SAFEGUARDS
<p>Title 22 Sec. 15.8 34 CFR Sec. 104.36</p>	<p>The district shall establish and implement a system of procedural safeguards that includes notice of rights to the parent/guardian of a student suspected of being a qualified student with a disability, an opportunity for the parent/guardian to review relevant records, an impartial hearing with an opportunity for participation by the student's parent/guardian, and a review procedure.</p>
<p>Title 22 Sec. 15.6</p>	<p>A student or parent/guardian filing a claim of discrimination need not exhaust these procedures prior to initiating court action under Section 504.</p>
	<p><u>Parental Request For Assistance</u></p>
<p>Title 22 Sec. 15.8</p>	<p>Parents/Guardians may file a written request for assistance with the Pennsylvania Department of Education (PDE) if one (1) or both of the following apply:</p> <ol style="list-style-type: none"> 1. The district is not providing the related aids, services and accommodations specified in the student's Service Agreement. 2. The district has failed to comply with the procedures and state regulations.
<p>Title 22 Sec. 15.8</p>	<p>PDE shall investigate and respond to requests for assistance and, unless exceptional circumstances exist, shall, within sixty (60) calendar days of receipt of the request, send to the parents/guardians and district a written response to the request. The response to the parents'/guardians' request shall be in the parents'/guardians' native language or mode of communication.</p>
	<p><u>Informal Conference</u></p>
<p>Title 22 Sec. 15.8</p>	<p>At any time, parents/guardians may file a written request with the district for an informal conference with respect to the identification or evaluation of a student, or the student's need for related aids, services or accommodations. Within ten (10) school days of receipt of the request, the district shall convene an informal conference. At the conference, every effort shall be made to reach an amicable agreement.</p>
	<p><u>Formal Due Process Hearing</u></p>
<p>Title 22 Sec. 14.162, 15.8</p>	<p>If the matters raised by the district or parents/guardians are not resolved at the informal conference, the district or parents/guardians may submit a written request for an impartial due process hearing. The hearing shall be held before an impartial hearing officer and shall be conducted in accordance with state regulations.</p>

Title 22 Sec. 15.8	<u>Judicial Appeals</u> The decision of the impartial hearing officer may be appealed to a court of competent jurisdiction.
Pol. 103	<p style="text-align: center;">COMPLAINT PROCEDURE</p> <p>This complaint procedure is in addition to and does not prevent parents/guardians from using any option in the procedural safeguards system.</p> <p><u>Step 1 – Reporting</u></p> <p>A student or parent/guardian who believes s/he has been subject to conduct that constitutes a violation of this policy is encouraged to immediately report the incident to the Section 504 building administrator.</p> <p>A school employee who suspects or is notified that a student has been subject to conduct that constitutes a violation of this policy shall immediately report the incident to the Section 504 building administrator.</p> <p>If the Section 504 building administrator is the subject of a complaint, the student, parent/guardian or employee shall report the incident directly to the district’s Section 504 Coordinator.</p> <p>{ } The complainant or reporting employee is encouraged to use the report form available from the Section 504 building administrator, but oral complaints shall be acceptable. Oral complaints shall be documented by the Section 504 building administrator.</p> <p><u>Step 2 – Investigation</u></p> <p>Upon receiving a complaint of discrimination, the Section 504 building administrator shall immediately notify the district’s Section 504 Coordinator. The Section 504 Coordinator shall authorize the Section 504 building administrator to investigate the complaint, unless the Section 504 building administrator is the subject of the complaint or is unable to conduct the investigation.</p> <p>The investigation may consist of individual interviews with the complainant, the accused, and others with knowledge relative to the incident. The investigator may also evaluate any other information and materials relevant to the investigation.</p>

If the investigation results in a determination that the conduct being investigated may involve a violation of criminal law, the Section 504 building administrator shall inform law enforcement authorities about the incident.

The obligation to conduct this investigation shall not be negated by the fact that a criminal investigation of the incident is pending or has been concluded.

Step 3 – Investigative Report

The Section 504 building administrator shall prepare and submit a written report to the Section 504 Coordinator within fifteen (15) days, unless additional time to complete the investigation is required. The report shall include a summary of the investigation, a determination of whether the complaint has been substantiated as factual and whether it is a violation of this policy, and a recommended disposition of the complaint.

The complainant and the accused shall be informed of the outcome of the investigation, including the recommended disposition.

Step 4 – District Action

If the investigation results in a finding that the complaint is factual and constitutes a violation of this policy, the district shall take prompt, corrective action to ensure that such conduct ceases and will not recur. District staff shall document the corrective action taken and, where not prohibited by law, inform the complainant.

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

Appeal Procedure

1. If the complainant is not satisfied with a finding of no violation of the policy or with the recommended corrective action, s/he may submit a written appeal to the district's Section 504 Coordinator within fifteen (15) days.
2. The Section 504 Coordinator shall review the investigation and the investigative report and may also conduct a reasonable investigation.
3. The Section 504 Coordinator shall prepare a written response to the appeal within fifteen (15) days. Copies of the response shall be provided to the complainant, the accused and the Section 504 building administrator who conducted the initial investigation.

	<p>References:</p> <p>School Code – 24 P.S. Sec. 1302.1-A, 1303-A</p> <p>PA Controlled Substance, Drug, Device and Cosmetic Act – 35 P.S. Sec. 780-102</p> <p>State Board of Education Regulations – 22 PA Code Sec. 4.4, 10.2, 10.21, 10.22, 10.23, 10.25, 12.1, 12.4, 14.162, 15.1 et seq.</p> <p>Family Educational Rights and Privacy Act – 20 U.S.C. Sec. 1232g</p> <p>Section 504 of the Rehabilitation Act of 1973 – 29 U.S.C. Sec. 794</p> <p>Americans With Disabilities Act – 42 U.S.C. Sec. 12101 et seq.</p> <p>Nondiscrimination on the Basis of Disability, Title 28, Code of Federal Regulations – 28 CFR Part 35</p> <p>Family Educational Rights and Privacy Act, Title 34, Code of Federal Regulations – 34 CFR Part 99</p> <p>Nondiscrimination on the Basis of Handicap, Title 34, Code of Federal Regulations – 34 CFR Part 104</p> <p>Board Policy – 103, 112, 113, 113.2, 122, 123, 216, 218, 218.1, 218.2, 222, 227, 233, 248, 805.1, 810</p> <p>PSBA Revision 4/13</p>
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SECTION: PROGRAMS

TITLE: DISCIPLINE OF STUDENTS
WITH DISABILITIES

ADOPTED:

REVISED:

	113.1. DISCIPLINE OF STUDENTS WITH DISABILITIES
1. Purpose Title 22 Sec. 14.133 Pol. 113, 113.2	The district shall develop and implement positive Behavior Support Plans and programs for students with disabilities who require specific interventions to address behaviors that interfere with learning.
Title 22 Sec. 14.133, 14.143 34 CFR Sec. 300.530 Pol. 218, 233	Students with disabilities who violate the Code of Student Conduct, or engage in inappropriate behavior, disruptive or prohibited activities and/or actions injurious to themselves or others, which would typically result in corrective action or discipline of students without disabilities, shall be disciplined in accordance with state and federal laws and regulations and Board policy and, if applicable, their Individualized Education Program (IEP) and Behavior Support Plan.
2. Definitions Pol. 113	Students with disabilities - school-aged children within the jurisdiction of the district who have been evaluated and found to have one or more disabilities as defined by law, and who require, because of such disabilities, special education and related services.
Title 22 Sec. 12.6 Pol. 233	Suspensions from school - disciplinary exclusions from school for a period of one (1) to ten (10) consecutive school days.
Title 22 Sec. 12.6 Pol. 233	Expulsions from school - disciplinary exclusions from school by the Board for a period exceeding ten (10) consecutive school days and may include permanent exclusion from school.
20 U.S.C. Sec. 1415(k) 34 CFR Sec. 300.530(g)	Interim alternative educational settings - removal of a student with a disability from his/her current placement. Interim alternative educational settings may be used by school personnel for up to forty-five (45) school days for certain infractions committed by students with disabilities. The IEP team shall determine the interim alternative educational setting; however, this does not constitute a change in placement for a student with a disability.

113.1. DISCIPLINE OF STUDENTS WITH DISABILITIES - Pg. 2

<p>3. Authority Title 22 Sec. 14.143 20 U.S.C. Sec. 1415(k) 34 CFR Sec. 300.530</p>	<p>The Board directs that the district shall comply with provisions and procedural safeguards of the Individuals With Disabilities Education Act (IDEA) and federal and state regulations when disciplining students with disabilities for violations of Board policy or district rules or regulations. No student with a disability shall be subjected to a disciplinary change in placement if the student's particular misconduct is a manifestation of his/her disability. However, under certain circumstances a student with a disability may be placed in an interim alternative educational setting by school personnel or the IEP team could, if appropriate, change the student's educational placement to one which is more restrictive than the placement where the misconduct occurred.</p>
<p>Title 22 Sec. 12.6(e) 20 U.S.C. Sec. 1412(a) 34 CFR Sec. 300.530(b), (d)</p>	<p><u>Provision Of Education During Disciplinary Exclusions</u></p> <p>During any period of expulsion, or suspension from school for more than ten (10) cumulative days in a year, or placement in an interim alternative educational setting for disciplinary reasons, a student with a disability shall continue to receive a free and appropriate education, in accordance with law.</p>
<p>4. Guidelines Title 22 Sec. 12.6, 14.143 20 U.S.C. Sec. 1415(k) 34 CFR Sec. 300.530, 300.536</p>	<p><u>Suspension From School</u></p> <p>A student with a disability may be suspended for ten (10) consecutive and fifteen (15) cumulative days of school per school year, for the same reasons and duration as a student without a disability. Such suspension shall not constitute a change in the student's educational placement.</p>
<p>Title 22 Sec. 14.143 34 CFR Sec. 300.530</p>	<p><u>Changes In Educational Placement/Manifestation Determinations</u></p> <p>For disciplinary exclusions which constitute a change in educational placement, the district shall first determine whether the student's behavior is a manifestation of his/her disability. Expulsion, or exclusion from school for more than fifteen (15) cumulative days in a year, or patterns of suspensions for substantially identical behaviors constitute changes in educational placements requiring a manifestation determination. For students with intellectual disability, any disciplinary suspension or expulsion is a change in educational placement.</p>

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<p>Title 22 Sec. 14.143 34 CFR Sec. 300.530(c) Pol. 218, 233</p>	<p>A student with a disability whose behavior is not a manifestation of his/her disability may be disciplined in accordance with Board policy, district rules and regulations in the same manner and to the same extent as students without disabilities.</p> <p><u>Parent/Guardian Appeals From Disciplinary Actions/Request For Hearing By District For Students Who Are A Danger To Themselves Or Others</u></p>
<p>20 U.S.C. Sec. 1415(k) 34 CFR Sec. 300.532</p>	<p>A due process hearing may be requested by a parent/guardian of a student with a disability who disagrees with a disciplinary placement or manifestation determination, or by the district if the district believes that the current placement is substantially likely to result in injury to the student or others. On parent/guardian appeal, or when the district requests a due process hearing, the hearing officer may return the student to the placement from which s/he was removed or order his/her removal to an appropriate interim alternative educational setting for up to forty-five (45) school days if the hearing officer determines that maintaining the child's current placement is substantially likely to result in an injury to the student or others.</p>
<p>20 U.S.C. Sec. 1415(k) 34 CFR Sec. 300.533</p>	<p>Placement during appeals of disciplinary actions shall be in the interim alternative educational setting pending the decision of the hearing officer or expiration of the time period set for the disciplinary exclusion from the student's regular placement unless the district and the parent/guardian agree otherwise.</p> <p><u>Students Not Identified As Disabled/Pending Evaluation</u></p>
<p>20 U.S.C. Sec. 1415(k) 34 CFR Sec. 300.534</p>	<p>Students who have not been identified as disabled may be subject to the same disciplinary measures applied to students without disabilities if the district did not have knowledge of the disability. If a request for evaluation is made during the period the student is subject to disciplinary measures, the evaluation shall be expedited.</p>

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<p>20 U.S.C. Sec. 1415(k) 34 CFR Sec. 300.530(g)</p>	<p><u>Administrative Removal To Interim Alternative Educational Setting For Certain Infractions</u></p>
<p>18 U.S.C. Sec. 930 20 U.S.C. Sec. 1415(k) 34 CFR Sec. 300.530(i) Pol. 218.1</p>	<p>School personnel may remove a student with a disability, including intellectual disability, to an interim alternative educational setting for not more than forty-five (45) school days without regard to whether the behavior is determined to be a manifestation of the student's disability if the student:</p>
<p>20 U.S.C. Sec. 1415(k) 21 U.S.C. Sec. 812(c) 34 CFR Sec. 300.530(i) Pol. 227</p>	<ol style="list-style-type: none"> 1. Carries a weapon to or possesses a weapon at school, on school property, or at school functions under the jurisdiction of the district. For purposes of this provision, weapon is defined as a weapon, device, instrument, material, or substance, animate or inanimate, that is used for, or is readily capable of, causing death or serious bodily injury, except that such term does not include a pocket knife with a blade of less than two and one-half (2 ½) inches in length. 2. Knowingly possesses or uses illegal drugs, as defined by law, or sells or solicits the sale of a controlled substance, as defined by law, while at school, on school property, or at school functions under the jurisdiction of the district.
<p>18 U.S.C. Sec. 1365(h)(3) 20 U.S.C. Sec. 1415(k) 34 CFR Sec. 300.530(i)</p>	<ol style="list-style-type: none"> 3. Has inflicted serious bodily injury upon another person while at school, on school property, or at school functions under the jurisdiction of the district. For purposes of this provision, serious bodily injury means bodily injury which involves a substantial risk of death, extreme physical pain, protracted and obvious disfigurement, or protracted loss or impairment of the function of a bodily member, organ or mental faculty.
<p>SC 1303-A Title 22 Sec. 10.2 35 P.S. Sec. 780-102</p>	<p><u>Referral To Law Enforcement And Reporting Requirements</u></p>
	<p>For reporting purposes, the term incident shall mean an instance involving an act of violence; the possession of a weapon; the possession, use, or sale of a controlled substance or drug paraphernalia as defined in the Pennsylvania Controlled Substance, Drug, Device and Cosmetic Act; the possession, use, or sale of alcohol or tobacco; or conduct that constitutes an offense listed under the Safe Schools Act.</p>

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<p>SC 1302.1-A Title 22 Sec. 10.2, 10.21, 10.22, 10.23, 10.25, 14.104, 14.133 20 U.S.C. Sec. 1415(k) 34 CFR Sec. 300.535 Pol. 103.1, 113, 113.2, 113.3, 218, 218.1, 218.2, 222, 227, 805.1</p>	<p>The Superintendent or designee shall immediately report required incidents and may report discretionary incidents committed on school property, at any school-sponsored activity or on a conveyance providing transportation to or from a school or school-sponsored activity by a student with a disability, including a student for whom an evaluation is pending, to the local police department that has jurisdiction over the school's property, in accordance with state and federal laws and regulations, the procedures set forth in the memorandum of understanding with local law enforcement and Board policies. The Superintendent or designee shall respond to such incidents in accordance with the district's Special Education Plan and, if applicable, the procedures, methods and techniques defined in the student's Behavior Support Plan.</p>
<p>Title 22 Sec. 10.23, 14.133 Pol. 113.2, 113.3</p>	<p>For a student with a disability who does not have a Behavior Support Plan, subsequent to notification to law enforcement, the district shall convene the student's IEP team to consider whether a Behavior Support Plan should be developed to address the student's behavior, in accordance with law, regulations and Board policies.</p>
<p>Title 22 Sec. 10.2, 10.21, 10.22, 10.23 20 U.S.C. Sec. 1415(k)(6) 34 CFR Sec. 300.535 Pol. 113.4, 216, 805.1</p>	<p>When reporting an incident committed by a student with a disability to the appropriate authorities, the district shall provide the information required by state and federal laws and regulations and shall ensure that copies of the special education and disciplinary records of the student are transmitted for consideration by these authorities. The district shall transmit copies of the student's special education and disciplinary records only to the extent that the transmission is permitted by the Family Educational Rights and Privacy Act.</p>
<p>SC 1303-A Pol. 805.1</p>	<p>In accordance with state law, the Superintendent shall annually, by July 31, report to the Office for Safe Schools on the required form all new incidents committed by students with disabilities, including students for whom an evaluation is pending, which occurred on school property, at any school-sponsored activity or on a conveyance providing transportation to or from a school or school-sponsored activity.</p>

113.1. DISCIPLINE OF STUDENTS WITH DISABILITIES - Pg. 6

References:

School Code – 24 P.S. Sec. 510, 1302.1-A, 1303-A

PA Controlled Substance, Drug, Device and Cosmetic Act – 35 P.S. Sec. 780-102

State Board of Education Regulations – 22 PA Code Sec. **10.2, 10.21, 10.22, 10.23, 10.25, 12.6, 14.104, 14.133, 14.143**

Crimes Code, Possession of Firearms and Dangerous Weapons –
18 U.S.C. Sec. 930

Crimes Code, Definition, Serious Bodily Injury – 18 U.S.C. Sec. 1365(h)(3)

Individuals With Disabilities Education Act – 20 U.S.C. Sec. 1400 et seq.

Controlled Substances Act – 21 U.S.C. Sec. 812

Individuals With Disabilities Education Act, Title 34, Code of Federal Regulations –
34 CFR Part 300

Board Policy – **103.1, 113, 113.2, 113.3, 113.4, 216, 218, 218.1, 218.2, 222, 227, 233, 805.1**

PSBA Revision 4/13



SECTION: PROGRAMS

TITLE: BEHAVIOR SUPPORT

ADOPTED:

REVISED:

	113.2. BEHAVIOR SUPPORT
1. Purpose Title 22 Sec. 14.133, 14.145 20 U.S.C. Sec. 1414(d) 34 CFR Sec. 300.114, 300.324(a)	<p>Students with disabilities shall be educated in the least restrictive environment and shall only be placed in settings other than the regular education class when the nature or severity of the student's disability is such that education in the regular education class with the use of appropriate supplementary aids and services cannot be achieved satisfactorily. The IEP team for a student with a disability shall develop a positive behavior support plan if the student requires specific intervention to address behavior that interferes with learning. The identification, evaluation, and plan or program shall be conducted and implemented in accordance with state and federal laws and regulations.</p>
2. Authority Title 22 Sec. 14.133 20 U.S.C. Sec. 1414(d), 1415(k) 34 CFR Sec. 300.34(c), 300.324(a), 300.530(d), (f) Pol. 113, 113.1, 113.3	<p>The Board directs that the district's behavior support programs shall be based on positive rather than negative behavior techniques to ensure that students shall be free from demeaning treatment and unreasonable use of restraints or other aversive techniques. The use of restraints shall be considered a measure of last resort and shall only be used after other less restrictive measures, including de-escalation techniques. Behavior support programs and plans shall be based on a functional assessment of behavior and shall include a variety of research-based techniques to develop and maintain skills that will enhance students' opportunity for learning and self-fulfillment.</p>
3. Definitions Title 22 Sec. 14.133	<p>The following terms shall have these meanings, unless the context clearly indicates otherwise.</p> <p>Aversive techniques - deliberate activities designed to establish a negative association with a specific behavior.</p> <p>Behavior support - development, change and maintenance of selected behaviors through the systematic application of behavior change techniques.</p>

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<p>Pol. 113</p> <p>4. Delegation of Responsibility</p>	<p>Behavior Support Plan or Behavior Intervention Plan - plan for students with disabilities who require specific intervention to address behavior that interferes with learning. A positive Behavior Support Plan shall be developed by the IEP team, be based on a functional behavioral assessment, and become part of the individual student's IEP. These plans must include methods that use positive reinforcements, other positive techniques and related services required to assist a student with a disability to benefit from special education.</p> <p>Positive techniques - methods that utilize positive reinforcement to shape a student's behavior, ranging from the use of positive verbal statements as a reward for good behaviors to specific tangible rewards.</p> <p>Restraints - application of physical force, with or without the use of any device, designed to restrain free movement of a student's body, excluding the following:</p> <ol style="list-style-type: none"> 1. Briefly holding a student, without force, to calm or comfort him/her. 2. Guiding a student to an appropriate activity. 3. Holding a student's hand to escort him/her safely from one area to another. 4. Hand-over-hand assistance with feeding or task completion. 5. Techniques prescribed by a qualified medical professional for reasons of safety or for therapeutic or medical treatment, as agreed to by the student's parents/guardians and specified in the IEP. 6. Mechanical restraints governed by this policy, such as devices used for physical or occupational therapy, seatbelts in wheelchairs or on toilets used for balance and safety, safety harnesses in buses, and functional positioning devices. <p>Seclusion - confinement of a student in a room, with or without staff supervision, in order to provide a safe environment to allow the student to regain self-control.</p> <p>Students with disabilities - school-aged children within the jurisdiction of the district who have been evaluated and found to have one or more disabilities as defined by law, and who require, because of such disabilities, special education and related services.</p> <p>The Superintendent or designee shall ensure that this Board policy is implemented in accordance with federal and state laws and regulations.</p>
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113.2. BEHAVIOR SUPPORT - Pg. 3

<p>Title 22 Sec. 14.133</p>	<p>The Superintendent or designee shall develop administrative regulations to implement this policy.</p>
<p>Title 22 Sec. 14.133</p>	<p>The Superintendent or designee shall provide regular training, and retraining as needed, of staff in the use of specific procedures, methods and techniques, including restraints and seclusions, that will be used to implement positive behavior supports or interventions in accordance with students' IEPs and Board policy.</p>
<p>5. Guidelines Title 22 Sec. 14.133 34 CFR Sec. 300.324(a)</p>	<p>The Superintendent or designee shall maintain and report data on the use of restraints, as required. Such report shall be readily available for review during the state's cyclical compliance monitoring. Procedures shall be established requiring reports be made to the district by entities educating students with disabilities who attend programs or classes outside the district, including private schools, agencies, intermediate units and vocational schools.</p> <p>Development of a separate Behavior Support Plan is not required when appropriate positive behavioral interventions, strategies and supports can be incorporated into a student's IEP.</p> <p>When an intervention is necessary to address problem behavior, the types of intervention chosen for a student shall be the least intrusive necessary.</p>
<p>Title 22 Sec. 14.133</p>	<p><u>Physical Restraints</u></p> <p>Restraints to control acute or episodic aggressive behavior may be used only when the student is acting in a manner that presents a clear and present danger to the student, other students or employees, and only when less restrictive measures and techniques have proven to be or are less effective.</p>
<p>Title 22 Sec. 14.133</p>	<p>The Director of Special Education or designee shall notify the parent/guardian as soon as practicable of the use of restraints to control the aggressive behavior of the student and shall convene a meeting of the IEP team within ten (10) school days of the use of restraints, unless the parent/guardian, after written notice, agrees in writing to waive the meeting. At this meeting, the IEP team shall consider whether the student needs a functional behavioral assessment, re-evaluation, a new or revised positive Behavior Support Plan, or a change of placement to address the inappropriate behavior.</p>

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Title 22 Sec. 14.133	<p>The use of restraints shall not be included in the IEP for the convenience of staff, as a substitute for an educational program, or employed as punishment. Restraints may be included in an IEP only if:</p> <ol style="list-style-type: none">1. The restraint is used with specific component elements of a positive Behavior Support Plan.2. The restraint is used in conjunction with teaching socially appropriate alternative skills or behaviors.3. Staff are authorized to use the restraint and have received appropriate training.4. Behavior Support Plan includes efforts to eliminate the use of restraints.
Title 22 Sec. 14.133	<p><u>Mechanical Restraints</u></p> <p>Mechanical restraints, which are used to control involuntary movement or lack of muscular control of students when due to organic causes or conditions, may be employed only when specified by an IEP and as determined by a medical professional qualified to make the determination, and as agreed to by the student's parents/guardians.</p> <p>Mechanical restraints shall prevent a student from injuring him/herself or others or promote normative body positioning and physical functioning.</p>
Title 22 Sec. 14.133	<p><u>Seclusion</u></p> <p>The district permits involuntary seclusion of a student in accordance with the student's IEP or in an emergency to prevent immediate or imminent injury to the student or others, but the seclusion must be the least restrictive alternative.</p> <p>The district prohibits the seclusion of students in locked rooms, locked boxes and other structures or spaces from which the student cannot readily exit.</p>
Title 22 Sec. 14.133	<p><u>Aversive Techniques</u></p> <p>The following aversive techniques of handling behavior are considered inappropriate and shall not be used in educational programs:</p> <ol style="list-style-type: none">1. Corporal punishment.2. Punishment for a manifestation of a student's disability.

113.2. BEHAVIOR SUPPORT - Pg. 5

<p>Title 22 Sec. 14.143</p>	<ol style="list-style-type: none"> 3. Locked rooms, locked boxes, other locked structures or spaces from which the student cannot readily exit. 4. Noxious substances. 5. Deprivation of basic human rights, such as withholding meals, water or fresh air. 6. Suspensions constituting a pattern as defined in state regulations. 7. Treatment of a demeaning nature. 8. Electric shock. 9. Methods implemented by untrained personnel. 10. Prone restraints, which are restraints by which a student is held face down on the floor.
<p>SC 1302.1-A Title 22 Sec. 10.2, 10.21, 10.22, 10.23, 10.25, 14.104, 14.133 20 U.S.C. Sec. 1415(k) 34 CFR Sec. 300.535 Pol. 103.1, 113, 113.1, 218, 218.1, 218.2, 222, 227, 805.1</p>	<p><u>Referral To Law Enforcement</u></p> <p>The Superintendent or designee shall immediately report required incidents and may report discretionary incidents committed on school property, at any school-sponsored activity or on a conveyance providing transportation to or from a school or school-sponsored activity by a student with a disability, including a student for whom an evaluation is pending, to the local police department that has jurisdiction over the school's property, in accordance with state and federal laws and regulations, the procedures set forth in the memorandum of understanding with local law enforcement and Board policies. The Superintendent or designee shall respond to such incidents in accordance with the district's Special Education Plan and, if applicable, the procedures, methods and techniques defined in the student's Behavior Support Plan.</p>
<p>Title 22 Sec. 10.23, 14.133 Pol. 113.3</p>	<p>Subsequent to notification to law enforcement, an updated functional behavioral assessment and Behavior Support Plan shall be required for students with disabilities who have Behavior Support Plans at the time of such referral.</p>

113.2. BEHAVIOR SUPPORT - Pg. 6

<p>Title 22 Sec. 14.133</p>	<p>If, as a result of such referral, the student is detained or otherwise placed in a residential setting located outside the district, the Director of Special Education or designee shall ensure that the responsible school district or intermediate unit is informed of the need to update the student's functional behavioral assessment and Behavior Support Plan.</p>
<p>Title 22 Sec. 10.23, 14.133</p>	<p>For a student with a disability who does not have a Behavior Support Plan, subsequent to notification to law enforcement, the district shall convene the student's IEP team to consider whether a Behavior Support Plan should be developed to address the student's behavior, in accordance with law, regulations and Board policy.</p>
<p>Title 22 Sec. 10.23, 14.104 Pol. 113, 805.1</p>	<p><u>Relations With Law Enforcement</u></p> <p>The district shall provide a copy of its administrative regulations and procedures for behavior support, developed in accordance with the Special Education Plan, to each local police department that has jurisdiction over school property. Updated copies shall be provided each time the administrative regulations and procedures for behavior support are revised by the district.</p>
<p>Title 22 Sec. 10.23, 14.104, 14.133 Pol. 113, 805.1</p>	<p>The district shall invite representatives of each local police department that has jurisdiction over school property to participate in district training on the use of positive behavior supports, de-escalation techniques and appropriate responses to student behavior that may require intervention, as included in the district's Special Education Plan and positive behavior support program.</p>
	<p>References:</p> <p>School Code – 24 P.S. Sec. 1302.1-A, 1303-A</p> <p>State Board of Education Regulations – 22 PA Code Sec. 10.2, 10.21, 10.22, 10.23, 10.25, 14.104, 14.133, 14.143, 14.145</p> <p>Individuals With Disabilities Education Act – 20 U.S.C. Sec. 1400 et seq.</p> <p>Individuals With Disabilities Education Act, Title 34, Code of Federal Regulations – 34 CFR Part 300</p>

113.2. BEHAVIOR SUPPORT - Pg. 7

Pennsylvania Training and Technical Assistance Network, Questions and Answers
on the Restraint Reporting Requirements and System,
June 2009 – www.pattan.net

Board Policy – 000, **103.1**, 113, 113.1, 113.3, **218**, **218.1**, **218.2**, **222**, **227**, **805.1**

PSBA Revision 4/13



SECTION: EMPLOYEES

TITLE: EMPLOYMENT CONTRACT/
BOARD RESOLUTION

ADOPTED:

REVISED:

	<p align="center">308. EMPLOYMENT CONTRACT/BOARD RESOLUTION</p>
<p>I. Authority SC 406, 510, 1089, 1109.2, 1121</p>	<p>The Board has the authority under law to prescribe employment conditions for district personnel.</p> <p>For the mutual benefit and protection of the district and its employees, the Board directs that, as the policy of this school district:</p>
SC 1101, 1121	<p>1. Professional employees, as defined in the School Code, shall sign an employment contract upon employment, which shall continue in force unless terminated by the employee by written resignation presented sixty (60) days in advance or terminated by the Board in accordance with law. The contract shall specify those issues required by law.</p>
SC 1108 Pol. 313	<p>2. Temporary professional employees, upon attaining tenure status, shall sign a contract for professional employees.</p>
SC 510, 1089	<p>3. Noncertificated administrative and support employees shall be employed through a contract or Board resolution.</p> <p>The Board shall be notified promptly of any misunderstanding arising from the application of a given contract or resolution, or any error in salary paid to the employee.</p> <p>Willful misrepresentation of facts material to employment and determination of salary shall be considered cause for dismissal of the employee.</p> <p>References:</p> <p>School Code – 24 P.S. Sec. 406, 510, 1073, 1089, 1101, 1108, 1109.2, 1121</p> <p>Board Policy – 313</p> <p>PSBA Revision 11/12</p>



SECTION: EMPLOYEES

TITLE: PERFORMANCE ASSESSMENT
OF SUPERINTENDENT/
ASSISTANT
SUPERINTENDENT

ADOPTED:

REVISED:

<p>1. Authority SC 1073.1</p> <p>SC 1073.1</p> <p>SC 1073.1</p>	<p style="text-align: center;">312. PERFORMANCE ASSESSMENT OF SUPERINTENDENT/ ASSISTANT SUPERINTENDENT</p> <p>The Board shall conduct a formal written performance assessment of the Superintendent and Assistant Superintendent annually as required by law. A timeframe for the assessment shall be included in the employment contract.</p> <p>The employment contract shall include objective performance standards mutually agreed to in writing by the Board and the Superintendent and by the Board and the Assistant Superintendent. The objective performance standards may be based upon any or all of the following:</p> <ol style="list-style-type: none"> 1. Achievement of annual measurable objectives established by the district. 2. Achievement on Pennsylvania System of School Assessment (PSSA) tests. 3. Achievement on Keystone Exams. 4. Student growth as measured by the Pennsylvania Value-Added Assessment System. 5. Attrition rates or graduation rates. 6. Financial management standards. 7. Standards of operational excellence. 8. Any additional criteria deemed relevant and mutually agreed to by the Board and Superintendent or Assistant Superintendent. <p>The mutually agreed upon performance standards shall be posted on the district website.</p>
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<p>SC 1073.1</p>	<p>Upon completion of the annual performance assessment, the date of the assessment and whether or not the Superintendent and Assistant Superintendent have met the agreed upon objective performance standards shall be posted on the district website.</p> <p>References:</p> <p>School Code – 24 P.S. Sec. 1073.1, 1080</p> <p>Board Policy – 302</p> <p>PSBA Revision 11/12</p>
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SECTION: EMPLOYEES

TITLE: PROFESSIONAL
DEVELOPMENT

ADOPTED:

REVISED:

	333. PROFESSIONAL DEVELOPMENT
1. Authority	Continuing professional study and inservice training for administrative, professional and support employees are prerequisites for professional development and enhanced ability to complete responsibilities.
SC 517, 1205.1, 1205.2	The Board encourages district employees to further their professional and personal advancement through graduate study, inservice training, conference attendance, and professional development activities.
2. Guidelines	<p><u>Graduate/Special Courses</u></p> <p>Only courses of study that are preapproved shall be eligible for reimbursement by the district or a change in compensation for the employee. Documentary evidence of satisfactory completion of all study programs shall be required.</p> <p>Reimbursement for credits for approved graduate study or special courses shall be made</p> <p style="padding-left: 40px;">{ } in accordance with terms of the administrative compensation plan or an individual contract, or collective bargaining agreement.</p> <p style="padding-left: 40px;">{ } when preapproved by the Superintendent.</p> <p style="padding-left: 40px;">{ } for actual cost charged the employee for preapproved courses of study.</p> <p>All eligible employees shall submit annually by _____ a record and description of the attainment of approved credits to the</p> <p style="padding-left: 40px;">{ } Superintendent.</p> <p style="padding-left: 40px;">{ } building principal.</p> <p style="padding-left: 40px;">{ } Personnel Director.</p>

333. PROFESSIONAL DEVELOPMENT - Pg. 2

SC 1144, 1151	<p>{ } Business Manager.</p> <p>{ } Approved graduate study or special courses/programs may be of sufficient advantage to the district to warrant an increase in an employee's annual salary, upon documentation of satisfactory completion. Such an increase will be in accordance with provisions of the administrative compensation plan, individual contract, collective bargaining agreement, or Board resolution.</p>
Title 22 Sec. 4.13, 49.16 Pol. 100	<p><u>Induction Plan</u></p> <p>The district shall comply with Department of Education regulations when developing and maintaining an induction plan for first-year teachers and teachers new to the district.</p>
SC 1205.5, 1217	<p><u>Induction Program For School System Leaders</u></p> <p>School system leaders shall complete an induction program which is consistent with the Pennsylvania School Leadership Standards within five (5) years of serving as a school system leader in Pennsylvania for the first time.</p>
SC 1205.5	<p>School system leaders include principals, vice-principals, assistant principals, Assistant Superintendent, Superintendent and individuals who are converting an administrative certificate from a Level I certificate to a Level II certificate.</p>
SC 1205.1 Title 22 Sec. 4.13, 49.17 Pol. 100	<p><u>Professional Education Plan</u></p> <p>The Board shall appoint to the professional education committee parents/guardians and representatives of the community and local businesses. Representatives of administrators, teachers and educational specialists on the professional education committee shall be selected by their respective members.</p>
SC 1205.1	<p>The Board shall approve a professional education plan that is designed to meet the educational needs of the district and its certificated administrative and professional employees; specifies approved courses, programs, activities and learning experiences; and identifies approved providers.</p>
SC 1205.1	<p>The Board shall ensure an annual review of the district's professional education plan is conducted by the professional education committee to determine if the plan continues to meet the needs of the district, the Strategic Plan, and the employees, students and community. The professional education committee may recommend amendments to the plan, subject to approval by the Board.</p>

333. PROFESSIONAL DEVELOPMENT - Pg. 3

SC 1205.1 Title 22 Sec. 49.17	Professional education plans associated with the federal requirements of Title I and Title II funding shall be developed by the professional education committee and forwarded to the Board for approval prior to submission for approval by the Pennsylvania Department of Education.
SC 1205.2	<p>The Board may approve, on a case-by-case basis, specific professional education activities not stated within the district's professional education plan.</p> <p>References:</p> <p>School Code – 24 P.S. Sec. 517, 1144, 1151, 1205.1, 1205.2, 1205.5, 1217</p> <p>Child Abuse Recognition and Reporting Training – 24 P.S. Sec. 1205.6</p> <p>State Board of Education Regulations – 22 PA Code Sec. 4.13, 49.16, 49.17</p> <p>Board Policy – 100, 806</p> <p>PSBA Revision 1/13</p>



SECTION: OPERATIONS

TITLE: CHILD/STUDENT ABUSE

ADOPTED:

REVISED:

	806. CHILD/STUDENT ABUSE
1. Authority SC 1205.6 18 Pa. C.S.A. Sec. 4304 23 Pa. C.S.A. Sec. 6301 et seq Pol. 333, 818	<p>The Board requires district employees to comply with identification and reporting requirements for possible child abuse as well as victimization of students by other school employees. The Board directs the district, and independent contractors of the district, to provide their employees with training for recognition and reporting of child abuse as required by law.</p>
2. Definitions 23 Pa. C.S.A. Sec. 6351, 6354	<p>Administrator - the person responsible for the administration of a district school. The term includes a person responsible for employment decisions in a school and an independent contractor. The principal of the school where the abused student is enrolled will serve as the administrator under this policy.</p>
23 Pa. C.S.A. Sec. 6354	<p>Applicant - an individual who applies for a position as a school employee. The term includes an individual who transfers from one position as a school employee to another position as a school employee.</p>
23 Pa. C.S.A. Sec. 6303	<p>Child Abuse - means any of the following:</p> <ol style="list-style-type: none"> 1. Any recent act or failure to act by a perpetrator which causes nonaccidental serious physical injury to a child under eighteen (18) years of age. 2. Any act or failure to act by a perpetrator which causes nonaccidental serious mental injury to or sexual abuse or sexual exploitation of a child under eighteen (18) years of age. 3. Any recent act, failure to act, or series of such acts or failures to act by a perpetrator which creates an imminent risk of serious physical injury to or sexual abuse or sexual exploitation of a child under eighteen (18) years of age.

	<p>4. Serious physical neglect by a perpetrator constituting prolonged or repeated lack of supervision or the failure to provide essentials of life, including adequate medical care, which endangers a child's life or development or impairs the child's functioning.</p> <p>No child shall be deemed to be physically or mentally abused based on injuries that result solely from environmental factors that are beyond the control of the parent or person responsible for the child's welfare, such as inadequate housing, furnishings, income, clothing, and medical care.</p>
SC 1205.6	Direct Contact with Children - the possibility of care, supervision, guidance or control of children or routine interaction with children.
23 Pa. C.S.A. Sec. 6303	Perpetrator - a person who has committed child abuse and is a parent/guardian of a child, a person responsible for the welfare of a child, an individual residing in the same home as a child, or a paramour of a child's parent/guardian. The term does not include a person who is employed by or provides services or programs in district schools.
23 Pa. C.S.A. Sec. 6303	School Employee - an individual employed in a district school. The term includes an independent contractor and employees. The term excludes an individual who has no direct contact with students.
23 Pa. C.S.A. Sec. 6303	Serious Bodily Injury - bodily injury which creates a substantial risk of death or which causes serious permanent disfigurement or protracted loss or impairment of function of any bodily member or organ.
23 Pa. C.S.A. Sec. 6303	<p>Serious Mental Injury - a psychological condition, as diagnosed by a physician or licensed psychologist, including the refusal of appropriate treatment, that:</p> <ol style="list-style-type: none"> 1. Renders a child chronically and severely anxious, agitated, depressed, socially withdrawn, psychotic or in reasonable fear that the child's life or safety is threatened. 2. Seriously interferes with a child's ability to accomplish age-appropriate developmental and social tasks.
23 Pa. C.S.A. Sec. 6303	Serious Physical Injury - an injury that causes a child severe pain, or significantly impairs a child's physical functioning, either temporarily or permanently.

23 Pa. C.S.A. Sec. 6303	Sexual Abuse or Exploitation - includes any of the following: the employment, use, persuasion, inducement, enticement, or coercion of a child to engage in or assist another individual to engage in any sexually explicit conduct or simulation of sexually explicit conduct for the purpose of producing visual depiction, including photographing, videotaping, computer depicting and filming of any sexually explicit conduct; or any of the following offenses committed against a child: rape, sexual assault, involuntary deviate sexual intercourse, aggravated indecent assault, molestation, incest, indecent exposure, prostitution, sexual abuse or sexual exploitation.
SC 1205.6	<p>Sexual Misconduct - any act, including, but not limited to, any verbal, nonverbal, written or electronic communication or physical activity, directed toward or with a child or student that is designed to establish a romantic or sexual relationship with the child or student, such acts include but are not limited to:</p> <ol style="list-style-type: none"> 1. Sexual or romantic invitation. 2. Dating or soliciting dates. 3. Engaging in sexualized or romantic dialog. 4. Making sexually suggestive comments. 5. Self-disclosure or physical disclosure of a sexual or erotic nature. 6. Any sexual, indecent, romantic or erotic contact with a child or student.
23 Pa. C.S.A. Sec. 6303	Student - an individual enrolled in a district school under eighteen (18) years of age.
3. Delegation of Responsibility	In accordance with Board policy, the Superintendent or designee shall:
Pol. 302, 304, 305, 306	1. Require each applicant for employment to submit an official child abuse clearance statement issued within the preceding year, except for those exempted by law.
Pol. 309	2. Require each applicant for transfer or reassignment to submit an official child abuse clearance statement unless the applicant is applying for a transfer from one position as a district employee to another position as a district employee of this district and the applicant has already obtained an official child abuse clearance statement.

<p>4. Guidelines</p> <p>SC 1205.6 Pol. 333, 818</p> <p>24 P.S. Sec. 2070.1a et seq</p> <p>SC 1205.6</p> <p>23 Pa. C.S.A. Sec. 6311, 6313</p> <p>23 Pa. C.S.A. Sec. 6311 42 Pa. C.S.A. Sec. 5945</p> <p>23 Pa. C.S.A. Sec. 6311</p>	<p>The Superintendent or designee shall annually inform students, parents/guardians and staff regarding the contents of this Board policy. District staff shall annually receive notice of their responsibility for reporting child abuse and student abuse in accordance with Board policy and administrative regulations.</p> <p><u>Training</u></p> <p>The school district, and independent contractors of the school district, shall provide their employees who have direct contact with children with mandatory training on child abuse recognition and reporting. The training shall include, but not be limited to, the following topics:</p> <ol style="list-style-type: none"> 1. Recognition of the signs of abuse and sexual misconduct and reporting requirements for suspected abuse and sexual misconduct. 2. Provisions of the Professional Educator Discipline Act, including mandatory reporting requirements. 3. District policy related to reporting of suspected abuse and sexual misconduct. 4. Maintenance of professional and appropriate relationships with students. <p>Employees are required to complete a minimum of three (3) hours of training every five (5) years.</p> <p style="text-align: center;">CHILD ABUSE BY PERPETRATOR</p> <p><u>Duty To Report</u></p> <p>School employees who in the course of employment come into contact with children shall report or cause a report to be made when they have reasonable cause to suspect, on the basis of medical, professional, or other training and experience, that a child under the care, supervision, guidance or training of district employees is a victim of child abuse, including child abuse by an individual who is not a perpetrator.</p> <p>Except as stated in law, privileged communication between any professional person required to report and the patient or client of that person shall not apply to situations involving child abuse and shall not constitute grounds for failure to report.</p> <p>School employees required to report suspected child abuse shall include but are not limited to a school administrator, school teacher, and/or school nurse.</p>
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23 Pa. C.S.A. Sec. 6318	Any person required to report child abuse who, in good faith, reports or causes the report to be made shall have immunity from civil and criminal liability related to those actions.
18 Pa. C.S.A. Sec. 4304	A school employee required to report suspected child abuse who, acting in an official capacity, prevents or interferes with the making of a report of suspected child abuse commits a misdemeanor of the first degree.
23 Pa. C.S.A. Sec. 6319	A school employee or official required to report suspected child abuse or make a referral to the appropriate authorities who willfully fails to do so commits a misdemeanor of the third degree for the first violation and a misdemeanor of the second degree for a second or subsequent violation.
	<u>Reporting Procedures</u>
	School employees who suspect child abuse shall immediately notify the school principal. Upon notification, the principal shall report the suspected child abuse.
23 Pa. C.S.A. Sec. 6313	Reports of child abuse shall immediately be made by telephone to the Childline Abuse Registry and in writing to the county Children and Youth Agency within forty-eight (48) hours after the oral report.
	<u>Investigation</u>
23 Pa. C.S.A. Sec. 6346	School officials shall cooperate with the Department of Public Welfare or the county agency investigating a report of suspected child abuse, including permitting authorized personnel to interview the child while in attendance at school.
23 Pa. C.S.A. Sec. 6314	The school official required to report cases of suspected child abuse may take or cause to be taken photographs of the child who is subject to a report and, if clinically indicated, cause to be performed a radiological examination and other medical tests on the child.
	STUDENT ABUSE BY SCHOOL EMPLOYEE
	<u>Duty To Report</u>
23 Pa. C.S.A. Sec. 6352	A school employee shall immediately contact the principal when the school employee has reasonable cause to suspect, on the basis of his/her professional or other training and experience, that a student coming before the school employee in the employee's professional or official capacity is a victim of serious bodily injury or sexual abuse or sexual exploitation by a school employee.

23 Pa. C.S.A. Sec. 6352	If the accused school employee is the principal, the school employee shall immediately report to law enforcement officials and the district attorney.
23 Pa. C.S.A. Sec. 6353	The principal who receives a report from a school employee or who has independent cause to suspect injury or abuse shall immediately report to law enforcement officials and the appropriate district attorney. The principal shall exercise no discretion but has an absolute duty to report when receiving notice from a school employee.
23 Pa. C.S.A. Sec. 6352, 6353	A school employee or principal who refers a student abuse report shall be immune from civil and criminal liability arising out of the report.
23 Pa. C.S.A. Sec. 6352	A school employee who willfully fails to report suspected student abuse or who willfully violates the confidentiality of such a report commits a summary offense.
23 Pa. C.S.A. Sec. 6353	An administrator who willfully fails to report immediately to law enforcement officials and the appropriate district attorney any report of serious bodily injury or sexual abuse or sexual exploitation alleged to have been committed by a school employee against a student commits a misdemeanor of the third degree.
	<u>Reporting Procedures</u>
23 Pa. C.S.A. Sec. 6353	The principal's report to law enforcement officials and the district attorney shall include: name, age, address, and school of the student; name and address of the student's parent/guardian; name and address of the principal; name, work and home address of the school employee; nature of the alleged offense; any specific comments or observations directly related to the alleged incident; and the individuals involved.
23 Pa. C.S.A. Sec. 6352	The school employee making a report of student abuse or injury by another employee shall not reveal the existence or content of the report to any person other than those to whom reporting is required under this policy.
	<u>Investigation</u>
23 Pa. C.S.A. Sec. 6353.1	Upon receipt of a report of suspected student abuse, an investigation shall be conducted by law enforcement officials, in cooperation with the district attorney.
23 Pa. C.S.A. Sec. 6353.1	If law enforcement officials have reasonable cause to suspect, on the basis of initial review, that there is evidence of serious bodily injury, sexual abuse or sexual exploitation committed by a school employee against a student, the officials shall notify the county agency in the county where the alleged abuse or injury occurred for the purpose of the agency conducting an investigation.

23 Pa. C.S.A. Sec. 6346	School officials shall cooperate with the Department of Public Welfare or the county agency investigating a report of suspected student abuse, including permitting authorized personnel to interview a student while in attendance at school.
23 Pa. C.S.A. Sec. 6353.1	Law enforcement officials and the county agency shall coordinate their respective investigations. They shall conduct joint interviews with students, but law enforcement officials shall interview school employees prior to the county agency.
Pol. 317	<p>The principal has an independent duty to report to the Superintendent or designee that an employee has allegedly abused or otherwise victimized a student. The requirement not to divulge the existence of the report or its content shall not limit the principal's responsibility to use the information received to initiate and conduct an independent school investigation into the allegations. The independent school investigation shall be conducted in cooperation with the county agency and law enforcement officials, and shall be for the purpose of ascertaining appropriate employee discipline and taking action necessary to curtail wrongdoing.</p> <p>References:</p> <p>Child Abuse Recognition and Reporting Training – 24 P.S. Sec. 1205.6</p> <p>Professional Educator Discipline Act – 24 P.S. Sec. 2070.1a et seq.</p> <p>Department of Public Welfare Regulations – 55 PA Code Sec. 3490.1 et seq.</p> <p>Endangering Welfare of Children – 18 Pa. C.S.A. Sec. 4304</p> <p>Child Protective Services Law – 23 Pa. C.S.A. Sec. 6301 et seq.</p> <p>Confidential Communications to School Personnel – 42 Pa. C.S.A. Sec. 5945</p> <p>Registration of Sex Offenders – 42 Pa. C.S.A. Sec. 9795.1, 9795.4, 9798.1</p> <p>Board Policy – 302, 304, 305, 306, 309, 317, 333, 818</p> <p>PSBA Revision 1/13</p>



SECTION: OPERATIONS

TITLE: CONTRACTED SERVICES

ADOPTED:

REVISED:

	818. CONTRACTED SERVICES
1. Purpose	In its effort to provide cost-effective programs, the Board may need to utilize contracted services. The district shall monitor and evaluate such services to assure their effectiveness. This policy is adopted to assist the Board in procuring and maintaining qualified and legally certified services.
2. Definition SC 1205.6	Direct Contact with Children - the possibility of care, supervision, guidance or control of children or routine interaction with children.
3. Authority SC 111 Title 22 Sec. 8.1 et seq 23 Pa. C.S.A. Sec. 6301 et seq	The Board is required by law to ensure that independent contractors and their employees comply with the mandatory background check requirements for criminal history and child abuse.
4. Guidelines SC 111 Title 22 Sec. 8.1 et seq 23 Pa. C.S.A. Sec. 6301 et seq	Independent contractors and their employees shall not be employed until each has complied with the mandatory background check requirements for criminal history and child abuse and the district has evaluated the results of that screening process.
SC 111	Independent contractors and their employees shall report, on the designated form, all arrests and convictions as specified on the form. Failure to accurately report such arrests and convictions may subject the individual to denial of employment/contract, termination if already hired/contracted, and/or criminal prosecution.

<p>SC 1205.6</p> <p>24 P.S. Sec. 2070.1a et seq</p> <p>Pol. 806</p> <p>SC 1205.6</p>	<p>All independent contractors shall adopt policies and procedures that require their employees, who are providing services to the district, to immediately notify the contractor if the employee is arrested for or convicted of any criminal misconduct subsequent to employment. If the contractor receives notice of such arrest or conviction by any of its employees from either the employee or a third party, the contractor shall immediately report that information to the school district.</p> <p>{ } Mandatory background check requirements for criminal history and child abuse shall be included in all bidding specifications for contracted services.</p> <p>{ } Language shall be included in all bidding specifications for contracted services notifying independent contractors that failure to comply with this policy and the background check requirements by an independent contractor shall lead to cancellation of the contract.</p> <p>Independent contractors shall provide their employees who have direct contact with children with mandatory training on child abuse recognition and reporting. The training shall include, but not be limited to, the following topics:</p> <ol style="list-style-type: none"> 1. Recognition of the signs of abuse and sexual misconduct and reporting requirements for suspected abuse and sexual misconduct. 2. Provisions of the Professional Educator Discipline Act, including mandatory reporting requirements. 3. District policy related to reporting of suspected abuse and sexual misconduct. 4. Maintenance of professional and appropriate relationships with students. <p>Employees of independent contractors who have direct contact with children are required to complete a minimum of three (3) hours of training every five (5) years.</p>
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References:

School Code – 24 P.S. Sec. 111

Child Abuse Recognition and Reporting Training – 24 P.S. Sec. 1205.6

Professional Educator Discipline Act – 24 P.S. Sec. 2070.1a et seq.

State Board of Education Regulations – 22 PA Code Sec. 8.1 et seq.

Child Protective Services Law – 23 Pa. C.S.A. Sec. 6301 et seq.

Board Policy – 610, 806

PSBA Revision 1/13



SECTION: OPERATIONS

TITLE: AUTOMATED EXTERNAL
DEFIBRILLATOR (AED)/
CARDIOPULMONARY
RESUSCITATION (CPR)

ADOPTED:

REVISED:

	822. AUTOMATED EXTERNAL DEFIBRILLATOR (AED)/ CARDIOPULMONARY RESUSCITATION (CPR)
1. Purpose	<p>The Board is committed to providing a safe and healthy environment for the school community.</p> <p>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.</p>
2. Authority SC 1424	<p>Except in extenuating circumstances, each school shall have one (1) person certified in the use of cardiopulmonary resuscitation (CPR) during regular school hours when school is in session and students are present.</p> <p>The automated external defibrillator (AED) units are owned by the district and shall be properly maintained and located in secure and accessible locations.</p> <p>The automated external defibrillator (AED) units shall be used in accordance with approved district procedures.</p>
3. Guidelines	<p>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.</p> <p>Written guidelines for medical emergencies related to the use of automated external defibrillator (AED) units shall be provided to all members of the core team.</p> <p>{ } Responders' use of automated external defibrillator (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.</p>
4. Delegation of Responsibility	<p>The _____ or designee shall develop and disseminate administrative regulations that detail the use of automated external defibrillator (AED) units.</p>

822. AUTOMATED EXTERNAL DEFIBRILLATOR (AED)/
CARDIOPULMONARY RESUSCITATION (CPR) - Pg. 2

{ } Automated external defibrillator (AED) units may be used by all members of the district's core team who have successfully completed training and any trained volunteer who has a current course completion card.

References:

School Code – 24 P.S. Sec. 1423, **1424**

Civil Immunity for Use of Automated External Defibrillator and First Aid –
42 Pa. C.S.A. Sec. 8331.2, 8337.1

Nonmedical Good Samaritan Civil Immunity – 42 Pa. C.S.A. Sec. 8332

Board Policy – 000, 123.2

PSBA Revision 3/13

**SHARPSVILLE AREA SCHOOL DISTRICT
HEALTHCARE PREMIUM CONVERSION AND WAIVER PLAN**

January 1, 2014

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ARTICLE I
INTRODUCTION

1.1 Effective Date

Effective January 1, 2014, Sharpsville Area School District (the "Employer") adopted the Sharpsville Area School District Healthcare Premium Conversion and Waiver of Coverage Program (the "Plan"). This Plan is designed to permit an eligible Employee to pay for his or her share of premiums under the Health Insurance Plan on a pre-tax Salary Reduction basis and to permit eligible Employees to choose to receive cash instead of and in lieu of receiving coverage under the Medical Plan.

1.2 Type of Plan

The Plan is a cafeteria plan within the meaning of Code § 125 and provides each eligible Participant with an election to make contributions on a pre-tax basis to the cost of benefit coverage under the Medical Plan, or to receive cash in lieu of participating in the Medical Plan.

ARTICLE II

DEFINITIONS

The following terms, when used in the Plan with initial capital letters, shall have the meaning given to them in this Article:

- 2.1 **Administrator** shall mean the Employer. The contact person is the Business Manager for the Employer or such other designee who shall have the full authority to act on behalf of the Administrator.
- 2.2 **Base Plan Option** shall mean the medical coverage option under the Medical Plan that is the designated option for determining basic plan costs for the applicable plan year.
- 2.3 **Change in Status** shall mean any of the events described or included under Code Section 125 or regulations issued thereunder that provide an opportunity for a Participant to change an election under the Medical Plan during the Plan Year.
- 2.4 **Code** shall mean the Internal Revenue Code of 1986, as the same may be amended from time to time, and any regulations issued pursuant thereto.
- 2.5 **Employee** shall mean any individual classified as a common law employee of the Employer, who is actively employed and is on the Employer's W-2 payroll, but shall not include the following: (a) any leased employee, contract worker, independent contractor, temporary employee or casual employee for so long as such individual is so classified, whether or not any such individual is on the Employer's W-2 payroll or is later determined by the Internal Revenue Service or others to be a common law employee of the Employer; (b) any employee covered under a collective bargaining agreement unless such agreement specifically contemplates participation by the members covered by such agreement and the Employer agrees, (c) any self-employed individual, (d) any partner in a partnership; and (e) any more than 2% shareholder in a Subchapter S corporation.
- 2.6 **Employer** shall mean the Sharpsville Area School District.
- 2.7 **Medical Plan** shall mean the group plan maintained by the Employer to provide medical coverage for Employees.
- 2.8 **Open Enrollment Period** shall mean the annual period designated by the Employer during which all eligible Employees are given the opportunity to elect to participate in the

Medical Plan for the succeeding Plan Year. In no event shall the Open Enrollment Period end later than the last day of the immediately preceding Plan Year.

- 2.9 **Participant** shall mean an Employee who becomes and remains a Participant pursuant to Article III.
- 2.10 **Plan** shall mean the Sharpsville Area School District Healthcare Premium Conversion and Waiver Plan, as set forth in this document, as the same may be amended from time to time.
- 2.11 **Plan Year** shall mean the year beginning on July 1st and ending on the following June 30th.
- 2.12 **Waiver Payment** shall mean the amount payable under the terms of this Plan to an eligible Participant who elects to waive coverage under the Medical Plan.

ARTICLE III

PARTICIPATION

3.1 Eligibility and Commencement of Participation

An Employee shall be eligible to participate in the Plan provided the Employee is eligible to participate in the Medical Plan. An Employee shall commence participation in the Plan on the effective date of his election under Section 4.4.

3.2 Cessation of Participation

A Participant shall cease to participate in the Plan on the earlier of (i) the date he ceases to be an Employee; (ii) the date his eligibility for benefit coverage under the Medical Plan ceases; or (iii) the date this Plan is terminated.

3.3 Reparticipation

A Participant who ceases to participate in the Plan shall reparticipate in the Plan in accordance with Section 3.1.

ARTICLE IV

BENEFITS, COMPENSATION AND ELECTIONS

4.1 Participant Election

For each Plan Year, a Participant may elect, in accordance with Section 4.4, to (a) reduce his compensation and make salary reduction contributions for benefit coverage under the Medical Plan on a pre-tax basis under this Plan, or (b) receive a Waiver Payment in exchange for waiving coverage under the Medical Plan, or (c) not participate in this Plan.

4.2 Medical Plan Contributions

If the Participant elects benefit coverage under the Medical Plan, the Participant may elect to reduce his salary in exchange for the Employer paying any required contributions toward the cost of such benefit coverage. The amount of the salary reduction shall be equal to the employee contribution established by the Employer with respect to the Medical Plan (as in effect from time to time). The Employer shall have sole and absolute discretionary authority to increase or decrease the amount a Participant is required to contribute to the cost of benefit coverage under the Medical Plan at any time for any reason.

4.3 Waiver of Medical Plan Coverage

If the Participant waives coverage under the Medical Plan, the Participant may elect to receive a Waiver Payment in the amount stipulated in the collective bargaining agreement for the coverage level (i.e. single, family, etc.) applicable to that Participant under the Medical Plan. Such Waiver Payment shall be paid for each year in which an eligible Participant has made an election to waive coverage under the Medical Plan and shall be instead of and in lieu of receiving benefits under the Medical Plan.

4.4 Election Procedures

- (a) A Participant's election under Section 4.1 shall be made only on an election form filed with the Administrator (or its designee) in accordance with this Section and the uniform procedures prescribed by the Administrator.
- (b) A Participant's initial election shall be made during an initial election period uniformly established by the Administrator. The initial election period shall end no earlier than 30 days after the date on which an eligible Employee is provided with information regarding his right to make an election under this Plan.
- (c) If an Employee does not file an election form during his initial election period and he has elected coverage under the Medical Plan, he shall be deemed for purposes of Section 4.1 to have elected to reduce his compensation and make contributions to the Medical Plan on a pre-tax basis for any required employee contributions toward the Medical Plan. If an Employee does not file an election form during his initial election period and he has elected to waive coverage under the Medical Plan, he shall be deemed for purposes of Section 4.1 to have elected to receive the Waiver Payment.
- (d) A Participant's election under Section 4.1 (including his deemed election under subsection (c) of this Section) shall remain in effect until changed by him in accordance with the terms of the Plan.
- (e) A Participant may change his election under Section 4.1 (including his deemed election under subsection (c) of this Section) for each Plan Year by filing an election form no later than the end of Open Enrollment Period.

4.5 Changes in Elections During a Plan Year

An Employee's election for a Plan Year (including his deemed election) shall be irrevocable by the Employee during the Plan Year, except to the extent the Employee has incurred a Change in Status, or meets the requirements under Sections 4.6, 4.7, or 4.8.

4.6 Special Enrollment Rights

An Employee may revoke his election under Section 4.1 and make a new election that corresponds with the special enrollment rights provided by the Health Insurance Portability and Accountability Act of 1996 with respect to the Medical Plan.

4.7 Judgment, Decree, Order

An Employee may revoke or change his election under Section 4.1 in accordance with a judgment, decree or order ("order") resulting from a divorce legal separation, annulment, or change in legal custody (including a qualified medical child support order as defined in ERISA § 609) that requires accident or health coverage for an Employee's child or for a foster child that is a dependent of the Employee as follows:

- (a) the Employee may provide coverage for said child if the order requires such coverage under the Employee's plan; or
- (b) the Employee may cancel coverage for said child if (i) the order requires the spouse, former spouse or other individual to provide such coverage and (ii) such coverage is in fact provided.

4.8 Medicare, Medicaid or CHIP

- (a) As and to the extent provided by the Medical Plan, if an Employee or his spouse or dependent covered by the Medical Plan becomes entitled to coverage under Part A or B of Medicare or under Medicaid, but excluding the program for distribution of pediatric vaccines, the Employee may change his election under Section 4.1 to correspond with his election to cancel or reduce coverage under the Medical Plan.
- (b) As and to the extent provided by the Medical Plan, if an Employee or his spouse or dependent entitled to coverage under Part A or B of Medicare, under Medicaid, or under the State Children's Health Insurance Program (CHIP) loses eligibility for such coverage, the Employee may change his election under Section 4.1 to prospectively correspond with his election to commence or increase coverage under the Medical Plan.
- (c) As and to the extent provided by the Medical Plan, if an Employee or his spouse or dependent becomes eligible for assistance under Medicaid or CHIP with regard to the Medical Plan, the Employee may change his election under Section

4.1 to prospectively correspond with his election to commence or increase coverage under the Medical Plan.

4.9 Family and Medical Leave Act

- (a) During a period of paid leave under the Family and Medical Leave Act, an Employee's election under Section 4.1 shall continue without change, unless he revokes or changes the election as permitted by this Article.
- (b) During a period of unpaid leave under the Family and Medical Leave Act, an Employee's election under Section 4.1 to reduce his salary in exchange for contributions to the Medical Plan will be deemed to be revoked if he revokes his coverage under the Medical Plan in accordance with said Act. If he does not revoke coverage under the Medical Plan and payments continue to be due under the Medical Plan, he shall continue to pay the amounts required under the election, which can be made on an after-tax basis. If he does not make said required payments, he shall be deemed to have revoked his election, and his coverage under the Medical Plan shall terminate to the extent and in the manner prescribed in the Medical Plan in accordance with said Act.
- (c) If an Employee returns from a period of unpaid leave under the Family and Medical Leave Act, his coverage under the Medical Plan terminated during said leave, and he elects to reinstate coverage under the Medical Plan upon his return from said leave in accordance with said Act, or if his election under Section 4.1 was otherwise revoked and he has coverage under the Medical Plan, his election shall automatically be reinstated.
- (d) Notwithstanding the foregoing, the Employer, on a nondiscriminatory basis, may elect to waive the requirement that a Participant pay his contributions under the Medical Plan and his election under Section 4.1 during a period of unpaid leave under the Family and Medical Leave Act.

4.10 Changes by Administrator

Notwithstanding any contrary provisions, the Administrator may revoke or change any election without the consent of a Participant (or spouse or dependent) to the extent required to satisfy the requirements of the Code, as applicable, including:

- (a) the requirement under Code § 105(h) that medical benefits not discriminate in favor of Participants who are highly compensated individuals within the meaning of Code § 105(h)(5);
- (b) the requirement under Code § 125(b)(1) that the benefits not discriminate in favor of Participants who are highly compensated participants within the meaning of Code § 125(e); and
- (c) the requirement under Code § 125(b)(2) that the (statutory) nontaxable benefits provided to Participants who are key employees within the meaning of Code § 416(i)(1) not exceed 25 percent of the aggregate of such benefits provided for all Participants.

ARTICLE V

PLAN OPERATION AND ADMINISTRATION

5.1 Administrator

- (a) The Employer shall be the administrator of the Plan and shall be responsible for and perform the duties imposed on administrators. However, the Employer may delegate to any person such administrative duties as it deems appropriate.
- (b) The Administrator shall have all the powers necessary to operate, administer and manage the Plan in accordance with its terms, including, but not limited to:
 - (1) making and enforcing such rules and regulations as it may deem necessary or desirable for the efficient administration of the Plan;
 - (2) interpreting the Plan, including the right to remedy possible ambiguities, inconsistencies or omissions;
 - (3) deciding all questions and issues related to participation in the Plan thereunder, including factual questions and issues; and
 - (4) maintaining all necessary records for the administration of the Plan.

5.2 Information from Participants

Each Participant (and spouse and dependent) shall furnish the Administrator in the form prescribed by it and at its request, such personal data, affidavits, authorizations to obtain information, or other information as the Administrator deems necessary or desirable for the administration of the Plan.

5.3 Claims for Benefits

- (a) Any claim for benefits under the Medical Plan shall be filed and made in accordance with the terms of the Medical Plan. The claims procedure for said claim shall be as set forth in the appropriate documents for the Medical Plan.
- (b) The Administrator shall establish reasonable procedures under which a claim for benefits may be filed under this Plan. Said claims are limited to the eligibility to make the election described in Section 4.1.
- (c) If a claim under the Plan is denied, the Administrator shall send written notice to the claimant within a reasonable period of the receipt of the claim setting forth (i)

the reasons for the denial, (ii) the pertinent Plan provisions, (iii) any information necessary to perfect the claim, and (iv) an explanation of the appeal procedure.

- (d) A claimant may have a denied claim reviewed by the Administrator by filing a written appeal with the Administrator within sixty (60) days of the denial. In such case, the Administrator shall review the appeal and send its written decision to the claimant. Said decision shall (i) state the specific reasons for the decision, (ii) reference the pertinent plan provisions and (iii) be final and binding on all persons.

5.4 Finality of Action

Subject to Section 5.3, all determinations, actions, and decisions by any persons responsible for the administration of the Plan shall be final and conclusive on all parties and shall not be overturned unless they are arbitrary and capricious.

ARTICLE VI

AMENDMENT AND TERMINATION

6.1 Amendment of Plan

The Employer may amend the Plan prospectively or retroactively at any time and for any reason by an instrument in writing.

6.2 Termination of Plan

The Employer may terminate the Plan at any time and for any reason.

ARTICLE VII

MISCELLANEOUS PROVISIONS

7.1 Headings

The headings of the various sections of the Plan have been inserted for convenience of reference only and are to be ignored in the construction of the provisions herein.

7.2 Plan Not Contract of Employment

The existence of the Plan shall not create or change any contract, express or implied, between the Employer and its Employees and shall not affect the Employer's right to take any action with respect to its Employees.

7.3 Spendthrift

Benefits and interests under the Plan shall not be anticipated, assigned, alienated, subject to attachment, garnishment, levy, execution, or other legal or equitable process, or otherwise subject to the claims of creditors.

7.4 No Guaranties

The Employer makes no commitment or guarantee with respect to the tax treatment to be accorded to a Participant and with respect to the benefit coverage under the Medical Plan.

7.5 Interpretation of the Plan

It is the intent of the Employer that the Plan satisfy all applicable requirements of Code § 125, and the Plan shall be construed and interpreted in such manner as to give effect to such intent.

7.6 Number and Gender

The use of the singular shall be interpreted to include the plural and the plural the singular, as the context shall require. The use of the masculine, feminine or neuter shall be interpreted to include the masculine, feminine or neuter, as the context shall require.

7.7 Plan Provisions Controlling

In the event of any conflict between the provisions of the Plan and the provisions of a summary or description of the Plan or the terms of any agreement or instrument related to the Plan, the provisions of the Plan shall be controlling.

7.8 Governing Law

To the extent not pre-empted by federal law, the provisions of the Plan shall be governed by the laws of the Commonwealth of Pennsylvania.



LEGAL NOTICE

BOARD MEETING DATES FOR 2014

REGULAR MEETINGS

January 21, 2014 (Tuesday)	Seventh Street Educational Center	7:00 p.m.
February 18, 2014 (Tuesday)	Seventh Street Educational Center	7:00 p.m.
March 17, 2014	Seventh Street Educational Center	7:00 p.m.
April 22, 2014 (Tuesday)	Seventh Street Educational Center	7:00 p.m.
May 19, 2014	Seventh Street Educational Center	7:00 p.m.
June 18, 2014 (Wednesday)	Seventh Street Educational Center	7:00 p.m.
July 2014	No Meeting	
August 18, 2014	Seventh Street Educational Center	7:00 p.m.
September 15, 2014	Seventh Street Educational Center	7:00 p.m.
October 20, 2014	Seventh Street Educational Center	7:00 p.m.
November 17, 2014	Seventh Street Educational Center	7:00 p.m.
December 2, 2014 (Tuesday)	Seventh Street Educational Center	7:00 p.m.
(Reorganization and Regular Meeting – No Work Session)		

Committee Meetings (No Official Board Action)

Committee Meetings will be held at 6:00 p.m. on the second Monday of each month prior to the Work Session. Finance Committee Meetings may be held at 6:00 p.m. each Monday in January through June for Budget review. Meetings will be held in the Board Room at the Seventh Street Educational Center.

Work Sessions (No Official Board Action)

Work Sessions will be held at 7:00 p.m. on the second Monday of each month with the Discussion Session first followed by the Executive Session. Meetings will be held in the Board Room at the Seventh Street Educational Center. The January Work Session will be held at the Mercer County Career Center, Route 58, Mercer, PA 16137.

Jaime Roberts
Board Secretary

PUBLISH: December 7, 2013

SHARPSVILLE AREA SCHOOL DISTRICT

2013 - 2014 CALENDAR

JULY							AUGUST							SEPTEMBER						
S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S
	1	2	3	4	5	6					1	2	3	1	2	3	4	5	6	7
7	8	9	10	11	12	13	4	5	6	7	8	9	10	8	9	10	11	12	13	14
14	15	16	17	18	19	20	11	12	13	14	15	16	17	15	16	17	18	19	20	21
21	22	23	24	25	26	27	18	19	20	21	22	23	24	22	23	24	25	26	27	28
28	29	30	31				25	26	27	28	[A]	30	31	29	30					
														20 Student Days						
OCTOBER							NOVEMBER							DECEMBER						
S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S
			1	2	3	4						1	2	1	2	3	4	5	6	7
6	7	8	9	10	11	12	3	4	5	6	7	8	9	8	9	10	11	12	13	14
13	14	15	16	17	18	19	10	11	12	13	14	15	16	15	16	17	18	19	20	21
20	21	22	23	24	25	26	17	18	19	20	21	22	23	22	23	24	25	26	27	28
27	28	29	30	31			24	25	26	27	28	29	30	29	30	31				
22 Student Days							19 Student Days							14 Student Days						
JANUARY							FEBRUARY							MARCH						
S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S
				1	2	3							1							1
5	6	7	8	9	10	11	2	3	4	5	6	7	8	2	3	4	5	6	7	8
12	13	14	15	16	17	18	9	10	11	12	13	14	15	9	10	11	12	13	14	15
19	[A]	21	22	23	24	25	16	(S)	18	19	20	21	22	16	17	18	19	20	21	22
26	27	28	29	30	31		23	24	25	26	27	28		23	24	25	26	27	28	29
19 Student Days							19 Student Days							21 Student Days						
APRIL							MAY							JUNE						
S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S
			1	2	3	4					1	2	3	1	2	3	4	5	6	7
6	7	8	9	10	11	12	4	5	6	7	8	9	10	8	9	10	11	12	13	14
13	14	15	16	(S)	18	19	11	12	13	14	15	16	17	15	16	17	18	19	20	21
20	21	22	23	24	25	26	18	19	20	21	22	23	24	22	23	24	25	26	27	28
27	28	29	30				25	26	27	28	29	30	31	29	30					
19 Student Days							21 Student Days							5 Student Days						

VACATION DAYS

September 2	Labor Day
October 14	Vacation Day
Nov. 28-Dec 2	Thanksgiving Recess
Dec 23-Jan 5	Christmas Recess
April 17-21	Spring Break
May 26	Memorial Day

SNOW MAKE-UP DAYS

February 17
April 17

PSSA TESTING

Oct 21 - Nov 1	Senior Retakes
March 17- March 28	Math & Reading
March 31-April 4	Writing
April 7 - April 11	Make-Up Writing
April 28-May 2	Science
May 5 - May 9	Make Up Week

ACT 80 DAYS

August 29
January 20

FIRST DAY OF SCHOOL

September 3

END FIRST SEMESTER

January 24

LAST DAY OF SCHOOL

June 6

GRADUATION

June 6

MID-POINT PROGRESS REPORT

Oct.2, Dec.10, Feb 26, May 5

END OF 9-WEEK GRADING PERIOD

Nov. 4, Jan. 24, March 28, June 6

