

## MEMORANDUM OF UNDERSTANDING

THIS Memorandum of Understanding (the "MOU") is effective this 1st day of August, 2018 between Shaler Area School District ("the District") and the Private Industry Council of Westmoreland/Fayette, Inc. ("PIC"), operating the Pre-K Counts Program.

**1. PREMISES.** District hereby grants a non-exclusive license to PIC use property located at Marzolf Primary, 101 Marzolf Road Extension, PA 15209; Reserve Primary, 2107 Lonsdale Street Pittsburgh, PA 15212 and Scott Primary, 705 Scott Avenue Glenshaw, PA 15116 consisting of space for one classroom with storage area, non-exclusive access to rest rooms, and sufficient off street parking for PIC's employees, agents and invitees and a playground ("the Premises") at each location. PIC shall use the Premises as a classroom center and related services for children who qualify for its Pre-K Counts services and for storage.

**2 DISTRICT RESPONSIBILITIES.** The District, in supporting the Pre-K Counts Program shall, in addition to the Premises identified above, offer ancillary services, as may be necessary, which may include food service (breakfast and lunch), custodial service (cleaning the Premises and refuse collection) and nurse services (to include basic first aid and, as needed, emergency services). In addition, PIC will have its families complete the free and reduced meal forms, which it will provide to the District and the District will invoice PIC according to the families' eligibility. The District will include Pre-K Counts staff in professional development activities and include Pre-K Counts students in appropriate special programs or school activities, such as musical programs. The District will also invite Pre-K Counts parents to become members of the appropriate Parent Teacher Organizations and accept developmental or other pertinent family & student information for those participating in the Pre-K Counts program. Further, the District will attend all necessary meetings and trainings related to the Pre-K Counts program.

**3. PIC RESPONSIBILITIES.** PIC will, at all times, operate the Pre-K Counts program as a separate and independent program unrelated to the District's operations. As such, PIC will have full financial control and responsibility for the program with no financial contribution or obligation of the District, hire and monitor staff as PIC's employees, being responsible for all tax and insurance requirements, and maintain total classroom functions including equipment, supplies and implementation. PIC will pursue professional development opportunities, and provide student information to the District including developmental records, screening information and other pertinent family & student information. PIC agrees to abide by school applicable District Policies and attend all necessary meetings and trainings related to the Pre-K Counts program.

**4. TERM.** The term of this MOU shall commence on August 1, 2018, and end on June 30, 2019, unless sooner terminated or extended as provided herein (the "Term"). It shall automatically renew for the next academic year upon the same terms and conditions, unless one party sends written notice to the other of its desire to terminate this MOU at least thirty days prior to June, 30, 2019. If such notice to terminate is provided, the MOU shall automatically terminate at the end of the term, unless the parties mutually agree upon new terms at the time of renewal.

5. **COSTS.** The parties agree that PIC shall pay the District \$27,000 per term, payable in nine (9) equal monthly installments of \$3,000 on the 15<sup>th</sup> of each month beginning September 15<sup>th</sup> of the applicable Term, provided sufficient funding is provided by the State.

6. **INSURANCE.**

(a) PIC shall maintain a comprehensive general liability insurance policy against claims for bodily injury, death or property damage, occurring in or on the Premises, or resulting from PIC's use, occupancy or maintenance thereof. Such insurance shall be in the amount of at least \$1,000,000.00 combined single limit (or in such higher amounts as the parties may agree). District shall be named as an additional insured on the policy.

(b) District shall maintain a comprehensive general liability insurance policy against claims for bodily injury, death or property damage, occurring in or on the Premises, resulting from District's acts or omissions. Such insurance shall be in the amount of at least \$1,000,000.00 combined single limit (or in such higher amounts as the parties may agree from time to time).

7. **COMPLIANCE.** District shall be responsible for compliance with all federal, state and local laws, regulations and ordinances in existence from time to time governing or related to the Premises and PIC's use thereof, including but not limited to environmental laws and regulations, laws or regulations covering the disabled, and land use and zoning laws and regulations. If during the term or any extension thereof, the District is notified that substantial repairs or renovations are required for the premises to be compliant with any federal, state or local law, the District may elect to make such repairs or may elect to terminate the MOU during the term after providing thirty (30) days written notice of termination.

8. **INDEMNIFICATION.** Subject to and without waiver of any immunities from liability or any limitations of damages afforded the District under statutory or common law, District shall indemnify and hold harmless PIC, from and against all liabilities, obligations, damages, penalties, claims, costs, charges, and expenses, including reasonable attorneys' fees, which may be imposed upon or incurred or asserted against PIC caused by or resulting from or claimed to have been caused by or to have resulted from any act, omission or negligence of District or anyone claiming under District (including, but without limitation, PICs, concessionaires, employees and contractors of District). Similarly, PIC shall indemnify and hold harmless District, from and against all liabilities, obligations, damages, penalties, claims, costs, charges, and expenses, including reasonable attorneys' fees, which may be imposed upon or incurred or asserted against District caused by or resulting from or claimed to have been caused by or to have resulted from any act, omission or negligence of PIC or anyone claiming under PIC (including, but without limitation, invitees, employees and contractors of PIC). As to claims by an employee of PIC against the District for which the District is entitled to indemnification under this provision, the indemnification obligation of PIC shall not be limited on amount or type of damages, compensation, or benefits payable by or for PIC under workers' compensation acts, disability benefits or any other employee benefit acts, unless both District and PIC are provided protection under such acts.

**9. REPAIRS AND MAINTENANCE.** Throughout the Term, District, at its sole cost and expense, shall keep and maintain the Premises in good order and condition and make all necessary repairs to the Premises. Repairs affecting health or safety (e.g., sewage backup) must be performed within twenty-four (24) hours. All other repairs must be performed within fourteen (14) days. If during the term or any extension thereof, substantial repairs or renovations are required, the District may elect to make such repairs or may elect to terminate the MOU during the term after providing thirty (30) days written notice of termination. District shall also be responsible for and shall maintain in good condition and repair the parking areas and sidewalks (including snow and ice removal), and the exterior and structural portions of the Premises, including the roof, exterior walls, foundation, flooring, boiler and heating system, duct work and electrical wiring. PIC will pay for any damages caused by its employees or invitees, not considered normal wear and tear.

**10. DAMAGE, DESTRUCTION.** In the event the Premises are damaged or rendered totally or partially uninhabitable by fire, other casualty or condemnation, PIC shall have the option to terminate the MOU. If such damages casualty or condemnation occurs during the term or any extension thereof, the District may elect to repair such damages or may elect to terminate the MOU during the term after providing thirty (30) days written notice of termination. In the event the Premises are rendered so uninhabitable as to prevent PIC from operating PIC's business at the Premises, and neither PIC nor the District terminates the MOU, rental payments shall abate on a per diem basis until the Premises are repaired to reasonably allow such operation of PIC's business.

**11. QUIET ENJOYMENT.** PIC shall peaceably and quietly hold, occupy, and enjoy the Premises for the Term (and any extensions of the Term) without hindrance, ejection or interruption by District.

**12. ENTRY ON PREMISES BY DISTRICT.** District or its agents may enter the Premises at reasonable times with reasonable advance notice for the purpose of: (a) inspecting the same; (b) making any necessary repairs to the Premises and performing any work in the Premises that may be necessary; and (c) showing the Premises to prospective purchasers or lessees. District understands and agrees that PIC may insist that such entry or work be done when children are not on the premises.

**13. DEFAULT; REMEDIES OF DISTRICT.** The following constitutes a default by PIC: Failure to perform or to observe any other covenant, term or condition of this MOU within thirty (30) days after written notice by District; provided, however, that if such failure is not cured within such thirty (30) day period, the District may terminate this MOU by written notice of termination to PIC. In the event District exercises its right to terminate this MOU, in addition to any other remedies available under applicable law or in equity, District shall be entitled to recover as damages for the breach by PIC the full amount of the Minimum Rent for the remainder of the Term, all of which shall accelerate and be due and payable at once.

**14. DEFAULT BY DISTRICT.** Should District fail to perform any of District's obligations pursuant to this MOU and such failure shall have continued for thirty (30) days or more after written notice thereof from PIC, which notice shall specify the nature of each such failure, PIC

may, but shall not be obligated to, cure such failure. In addition to the above-stated remedies, District's failure to cure as provided in this Section shall entitle PIC to pursue any other available remedies under applicable law or in equity.

**15. SURRENDER.** On the last day of the Term or upon any earlier termination of the MOU, PIC shall surrender and deliver the Premises into the possession and use of District without delay and in the same condition as PIC received it, reasonable wear and tear excepted. Notwithstanding the foregoing, if PIC continues to occupy the premises after the surrender date, without having reached a new MOU agreement with the District, this MOU will continue except the term of the Agreement will be on a month to month basis.

**16. EARLY TERMINATION OF MOU.** District understands that PIC receives substantial government funding for its operations, which funding is not guaranteed. As such, District agrees that, if PIC does not receive sufficient funding for its PA Pre-K Counts program to continue this MOU, or if its overall funding is reduced by more than 10 % in any year, PIC shall be entitled to terminate the MOU upon thirty (30) days' notice with PIC being absolved of all liability to District except for damages caused by its employees or invitees. Similarly, if there is a change in the community or population served by the program so that PIC determines that it no longer needs all the rooms in the Premises or it is no longer advantageous to offer the program at the Premises, PIC shall have the right to terminate the MOU upon thirty (30) days' notice with PIC being absolved of all liability to District except for damages caused by its employees or invitees, provided that PIC explains the reason for its decision in the notice.

**17. CLEARNCES.** All PIC employees providing services on the Premises must obtain an Act 34 Pennsylvania State Police criminal history report, an Act 151 (Child Abuse) Clearance Statement, an Act 114 federal (FBI) criminal history report and a tuberculosis examination in accordance with regulations of the Pennsylvania Department of Health. Copies of these clearances and reports must be provided to the District prior to the employee reporting to the Premises, which reports District must hold in strict confidence as if the PIC staff were employed by the District. The cost of obtaining these clearances and reports shall be the responsibility of PIC or its employees.

**18. GENERAL PROVISIONS.**

(a) Any notice given in connection with this MOU shall be given in writing and will be deemed given (i) upon personal delivery or confirmed, transmission by telecopy or similar facsimile transmission device, (ii) upon the first business day after receipted delivery to a courier service that guarantees next business day delivery, or (iii) on the third business day after mailing by registered or certified United States mail, postage prepaid, to the appropriate party at the address set forth below:

If to District:

Shaler Area School District  
1800 Mt. Royal Blvd.  
Glenshaw, PA 15116-2196  
Att: Sean Aiken

If to PIC:

Private Industry Council of  
Westmoreland/Fayette Inc.  
219 Donohoe Road  
Greensburg, Pa. 15601  
Att: Tim Yurcisin

(b) This MOU embodies the entire agreement between the parties hereto relative to the subject matter of this MOU. No modifications of or amendments to this MOU shall be binding upon any party unless in writing and executed by a duly authorized agent of each party.

(c) If any term or provision of this MOU, or the application of a term or provision of this MOU, shall be invalid or unenforceable, the remainder of this MOU shall not be affected thereby.

(d) All covenants and obligations as contained within the MOU shall bind and extend and inure to the benefit of District and PIC, their respective successors and assigns. PIC shall not assign this MOU or sublease the premises.

(e) This MOU and the rights and obligations of the parties hereto shall be construed and enforced in accordance with the laws of the Commonwealth of Pennsylvania.

IN WITNESS WHEREOF, the parties hereto, intending to be legally bound hereby, have set their hands and seals as of the day and year first written above.

**PRIVATE INDUSTRY  
COUNCIL OF WESTMORELAND/  
FAYETTE, INC.**

**SHALER AREA  
SCHOOL DISTRICT**

By: \_\_\_\_\_  
Tim Yurcisin, President

By: \_\_\_\_\_  
Sean Aiken, Superintendent

**COMMUNITY COLLEGE OF ALLEGHENY COUNTY**

**MEMORANDUM OF AGREEMENT**

for

**DUAL ENROLLMENT**

Between

**The Community College of Allegheny County**

and

**Shaler Area School District  
School District or School\***

MOA Version 7  
June 16, 2017

\*Only one agreement is needed for school districts/schools with multiple locations.

## MEMORANDUM OF AGREEMENT DUAL ENROLLMENT PROGRAMS

This MEMORANDUM OF AGREEMENT (hereinafter "Agreement") is made and entered into by and between the Community College of Allegheny County, with a principal business office located at 800 Allegheny Avenue, Pittsburgh, Pennsylvania 15233 (hereinafter referred to as "CCAC" or "the College"), and the school district, career and technical center, or non-profit community based organization with an educational mission identified on the signature page below (hereinafter referred to as the "School").

WHEREAS, CCAC has developed certain educational programs through which it is able to make courses available to secondary schools and other educational organizations and their students; and

WHEREAS, School desires to make CCAC's courses available to its students on the terms set forth in this Agreement.

NOW, THEREFORE, in exchange for the promises and mutual covenants set forth herein, and intending to be legally bound, CCAC and School agree as follows:

1. CCAC Dual Enrollment Programs.

CCAC will make dual enrollment courses available to the School's students in the manner and formats described on Exhibit A attached hereto and made a part hereof (hereinafter "DE Courses").

A. All DE Courses will be credit hour courses which meet CCAC's academic standards and approved curriculum.

B. In order to be eligible to enroll in a DE course, students must:

(1) Have their parents or legal guardians sign the CCAC application forms available on-line and related enrollment documents; and

(2) Meet all pre-requisites, placement and admission requirements established by CCAC for the course.

C. Credit hours and grades earned in DE courses will become part of the enrolled student's official academic record at CCAC, and will be recognized in the same manner and to the same extent as credits earned by other students enrolled at CCAC. Although CCAC maintains articulation agreements with a number of four-year, degree granting colleges and universities, CCAC cannot guarantee that credits earned in the DE program will be accepted for transfer by all colleges, universities or institutions.

2. General Duties and Responsibilities of the School.

- A. Identify students for potential enrollment in DE Courses and direct and assist such students to complete CCAC's on-line Application for Admission and applicable registration forms.
- B. Work cooperatively with CCAC to provide interested students with information regarding the transferability of credits earned in DE Courses, and how to obtain confirmation of transferability from the specific institutions in which the student has interest.
- C. Permit credit hours earned by students in DE Courses to be counted towards the School's graduation requirements and/or other appropriate designations.
- D. Immediately notify CCAC of any complaints involving CCAC employees, or of any other situation or event involving a School student or DE Course instructor which poses a threat of illness or injury to any individual.
- E. Perform other program-related responsibilities as set forth on Exhibit A.
- F. Verify and confirm to CCAC that all School employees selected to serve as instructors for Concurrent Enrollment Classes (as defined in Paragraph 3(A) below) have obtained all criminal record and child abuse clearances and background checks required under applicable law, including such clearances as are required for School employees under the Pennsylvania Public School Code.

3. Duties and Responsibilities of the School for DE Courses Taught in School's Facilities.

- A. With respect to DE Courses taught in the School's facilities by teachers employed by the School, as described on Exhibit A ("Concurrent Enrollment Classes"), the School, in addition to the responsibilities described in Paragraph 2 above, will also be responsible for the following:
  - 1. Provide students with information regarding the availability of Concurrent Enrollment Classes, and facilitate enrollment in such classes as part of its students' schedule and schedule-building process.
  - 2. Work cooperatively with CCAC to process paper and/or on-line course registrations, and review and confirm enrollments in each offered course.
  - 3. Provide, at no cost to CCAC, separate, dedicated and adequate classroom and/or lab space in its buildings and facilities to teach each Concurrent Enrollment Classes.

4. Verify that all students enrolled in a Concurrent Enrollment Class are enrolled in or eligible to receive Advanced Placement, Honors, International Baccalaureate and/or CCAC credit for the course.
  5. Provide necessary instructional equipment and technology for each Concurrent Enrollment Class, as applicable and as reasonably specified by CCAC, in accordance with CCAC's course and curriculum requirements.
  6. Identify and recommend qualified teachers (as defined in Paragraph 9(D) below) employed by the School who are interested in serving as instructors for Concurrent Enrollment Classes.
  7. Identify School staff who will serve in other defined roles relating to program coordination and implementation, including but not limited to designating the specific class schedule, arranging for facilities, and completing the admissions and registration processes.
  8. Promptly notify CCAC in the event that it receives notice that a short-term or long-term substitute teacher will need to be retained to replace a previously approved instructor of a Concurrent Enrollment Course, and provide qualifications of the proposed substitute instructor to CCAC for review and approval.
  9. Receive and process requests for and provide necessary accommodations to students with disabilities enrolled in each Concurrent Enrollment Class, in accordance with applicable law, and provide the instructor with appropriate notice of the accommodations to be implemented.
  10. Supervise behavior and conduct of students enrolled in each Concurrent Enrollment Class, as applicable, implement appropriate disciplinary action in accordance with the School's policies and procedures, and ensure that all instructors assigned to teach Concurrent Enrollment Classes receive notice of School procedures for reporting student conduct or behavioral issues.
  11. Provide time for students enrolled in Concurrent Enrollment Classes to either visit CCAC or attend an informational session at the School regarding CCAC's educational programs and activities, the admission and financial aid process and career opportunities.
- B. In the event that the DE Course is to be taught in the School's facilities by a faculty member employed by CCAC, as described on Exhibit A, then the School, in addition to the duties and responsibilities set forth in Section A above, shall have the following additional responsibilities:

1. Provide instruction and written notice to CCAC instructors regarding the School's attendance, behavior and conduct policies, and the process and procedures for reporting student attendance, conduct and/or behavioral issues.
  2. Provide notice and training to CCAC instructors regarding the School's emergency response, safety, evacuation and closing policies and procedures.
  3. Communicate directly with the CCAC instructor about the progress of enrolled students and relay this information, as deemed appropriate by School staff, to the parents of the enrolled students.
  4. Provide local phone service, internet access, dedicated parking areas, access to photocopying equipment and related support services for CCAC instructors at each School facility at which the DE Course(s) will be taught.
4. General Duties and Responsibilities of CCAC.
- A. Register School students for DE Courses who complete CCAC's on-line Application for Admission and registration processes.
  - B. Provide enrolled students with access to services generally available to other CCAC students, including a CCAC student identification card and access to and usage of CCAC's academic support services and Student Life sponsored programs.
  - C. Provide student progress reports in the manner and form agreed upon by CCAC and the School.
  - D. Provide enrolled students with a grade for each DE Course completed and maintain such grade as part of the student's official CCAC academic record.
  - E. Provide official CCAC transcripts, upon a student's request and payment of the applicable fee, to other colleges and universities.
  - F. Provide the School with informational literature and pricing information for DE Courses.
  - G. Assist students to identify and make application for scholarship or sponsorship programs that may pay for or offset the costs of tuition for DE Courses.
  - H. Identify CCAC staff who will assist in the coordination and implementation of DE Courses, including but not limited to arranging for any required placement testing, completing the admissions process, and academic advising.

- I. Perform other duties and responsibilities as set forth on Exhibit A.
  - J. Verify and confirm to the School that CCAC employees who are assigned to teach DE Courses have obtained all criminal record and child abuse clearances required under applicable law, including as required by the Pennsylvania Child Protective Services Law, 23 Pa. C.S.A. § 5344(a.1)(2), and that all individuals assigned to such classes are not precluded from serving in such assignment under applicable law based on the results of such background checks and clearances.
5. Duties and Responsibilities of CCAC for DE Courses Taught in the School's Facilities.
- With respect to DE Courses taught in the School's buildings and facilities, CCAC will further be responsible for the following:
- A. Approve and/or select School employees who meet the requirements set forth in Paragraph 9(D) below to serve as instructors for Concurrent Enrollment Classes, including any short-term or long-term substitutes who may be required to replace a previously approved instructor.
  - B. Provide necessary training, as determined in CCAC's discretion, to School employees who are selected to serve as instructors for Concurrent Enrollment Classes.
  - C. Provide and/or review course curriculum, course outlines, unit tests, mid-term and/or final exams for Concurrent Enrollment Classes.
  - D. Monitor and supervise Concurrent Enrollment Classes to ensure conformance to CCAC-approved curriculum and applicable accreditation standards.
  - E. In the event that an enrolled student moves out of the School's service area prior to the conclusion of a Concurrent Enrollment class, withdraw the student from the course and provide a "W" grade on the student's transcript and academic record.
  - F. If a DE Course will be taught in the School's facilities by a CCAC faculty member, identify and assign a qualified CCAC faculty member to teach the course in accordance with CCAC approved curriculum and applicable state standards.
6. Primary Contacts for DE Courses.

Primary contacts for each of the parties hereunder are as follows:

For CCAC

Provost/Executive Vice President for Academic and Student Affairs  
800 Allegheny Avenue  
Pittsburgh, PA 15233  
(412) 237-8182

For School District

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Unless otherwise designated in writing between the parties as provided herein, the parties' designated primary contacts shall also be designated to receive notices required by this Agreement, which will be deemed given when sent by registered or certified mail, postage prepaid and return receipt requested, to the addresses set forth above.

7. Tuition and Fees.

- A. Tuition and fees for DE Courses will be established and assessed in the manner set forth on Exhibit A.
- B. Unless otherwise provided under Section D below, CCAC will invoice and bill enrolled students directly for all tuition and fees due hereunder.
- C. Withdrawals and tuition refunds will be subject to and governed by CCAC's established policies and procedures. The School will reasonably assist CCAC to distribute and provide notice to students regarding CCAC's withdrawal and refund policies and procedures.
- D. The School may elect to pay the tuition required hereunder on behalf of its students. In such event, CCAC will invoice the School directly for such payments, based on the number of students enrolled and number of credit hours for which such students are registered. In the event that the School elects this option, the School will complete a Third Party Billing Form, as may be required by CCAC, and submit the form to the Student Accounts Office of the CCAC campus that is providing the course.

8. Textbooks.

CCAC reserves the right to determine and select textbooks and other instructional materials that will be required for all DE Courses. Required textbooks and instructional materials will be available for purchase from CCAC's retail bookstore locations and online bookstore. CCAC and

School will work together in good faith to facilitate the purchase and distribution of textbooks to students who are enrolled in Concurrent Enrollment Classes. Schools can advance their books and materials for review by the College for the class(es), which can be used for Concurrent Enrollment Classes if the College's Department deems them appropriate.

9. Requirements for Instructors of Concurrent Enrollment Classes.

- A. It is acknowledged and understood that, unless otherwise agreed between the parties, members of the School's professional staff will serve as instructors for Concurrent Enrollment Classes. In order to be approved by the College to teach a Concurrent Enrollment Class, the instructor must meet the criteria set forth in subsection (D) below and agree to attend annual training and orientation sessions as may be reasonably required by CCAC. The School agrees to cooperate with CCAC to facilitate instructor attendance at necessary training, including through the provision of release time or providing dedicated time during scheduled staff in-service or professional development days.
- B. School employees who serve as instructors hereunder will be responsible for and required to comply with each of the following:
- (1) Attending scheduled orientation and training sessions;
  - (2) Following the CCAC-provided curriculum and syllabus for each course to be taught;
  - (3) Verifying class rosters and reporting student attendance and progress to CCAC in accordance with CCAC policies and procedures;
  - (4) Utilizing and administering instructional materials, tests, exams and other assessment tools provided or approved by CCAC;
  - (5) Assessing, evaluating and issuing grades for each enrolled student in accordance with CCAC's grading scale, processes and guidelines;
  - (6) Permitting CCAC personnel to monitor and observe Cohort Classes; and
  - (7) Participating in CCAC's instructor and course evaluation procedures.
- C. All School employees assigned to teach Concurrent Enrollment Classes will be employed solely by the School, and the School will be responsible for the payment of all wages and compensation due to its employees, subject to the following:
- (1) School employees that teach a Concurrent Enrollment Class that is scheduled during the School's normal instructional or teacher work day and/or year will be compensated

according to the School's normal procedures and contractual requirements. Any additional compensation that the School elects to or is required to pay to its employees by virtue of such assignment shall be the sole responsibility of the School, and shall not be eligible for reimbursement from or payment by CCAC.

- (2) In the event that the School and CCAC agree to schedule a Concurrent Enrollment Class outside of the School's normal instructional or teacher work day or year, the School may obtain reimbursement from CCAC for additional compensation that it elects or is required to pay to its employee to teach such course, provided that the maximum amount of reimbursement available from CCAC will not exceed CCAC's established adjunct faculty pay rate, as then in effect.

D. In order to be approved to serve as an instructor for a Concurrent Enrollment Course, the School employee must meet or exceed the same minimum hiring criteria which are applicable to adjunct faculty employed by the College in the academic department in which the Concurrent Enrollment Course(s) is to be taught. A proposed instructor who does not meet these criteria may, alternatively, be approved by the College to teach a Concurrent Enrollment Course if the following additional requirements are met:

- (1) The proposed instructor is credentialed by College Board as an Advanced Placement (AP) course instructor;
- (2) The proposed instructor is paired with an appropriately credentialed member of the College's faculty, who will be responsible for ensuring that the instruction meets the same assessment goals and course objectives established for courses taught by CCAC's faculty (the "CCAC Faculty Liaison");
- (3) The proposed instructor meets with the CCAC Faculty Liaison to review course expectations, including the syllabus and course materials, in advance of the start of the course;
- (4) The CCAC Faculty Liaison reviews the assessment plan and assessment tools for the course prior to their administration;
- (5) The CCAC Faculty Liaison is permitted to visit the classroom, as appropriate, to undertake peer observation and/or facilitate the relationship;
- (6) The CCAC Faculty Liaison reviews the calculation of grades in the course and submits the midterm and final grades to the College's Registrar in accordance with College practice; and
- (7) The CCAC Faculty Liaison reviews the outcomes of student learning for the course to ensure students are performing on par with those students taking the same course at CCAC.

10. Term; Termination.

- A. This Agreement will commence as of the date executed by each of the parties and will continue until terminated as provided herein. Either party may terminate this Agreement at any time, with or without cause, upon forty-five (45) days written notice to the other party; provided, however, that such termination will not take effect until after any DE Courses that are already in progress have been completed.
- B. CCAC and School each reserve the right to cancel any individual course or class section in the event of low or inadequate enrollment, provided that such determination is made prior to the first scheduled meeting date for the course or section.

11. Relationship of the Parties.

The relationship of the parties is that of independent contractors, and no tenancy, partnership, joint venture, agency, fiduciary, employment or other relationship is created by this Agreement or shall be deemed or construed to exist by reason thereof. Neither party shall have the authority to contract for or bind the other in any manner, other than as may be strictly delineated within this Agreement.

12. Compliance with Laws.

Each party represents and warrants to the other that it shall at all times comply with all applicable federal, state and local statutes, ordinances, rules and regulations in connection with its performance of this Agreement, including but not limited to the Family Educational Rights and Privacy Act (FERPA) and all federal, state and local laws prohibiting discrimination in connection with the provision of educational programs and services.

13. Indemnification and Hold Harmless.

Subject to and with full reservation of any immunities and/or limitation of liability afforded by applicable law, each party agrees to defend, indemnify and hold harmless the other from and against any and all claims, damages, costs, and expenses, including reasonable attorney's fees, arising out of the performance of this Agreement, but only to the extent caused by the negligent acts or omissions of the party from whom indemnification is sought hereunder. To the fullest extent permitted by law, each party, for itself, its agents and employees, expressly waives any and all immunity or damage limitation provisions available under any workers compensation acts, disability benefit acts or other employee benefit acts, to the extent such statutory or case law otherwise would bar or limit the amount recoverable by the other party, or its agents and employees, under this indemnity provision.

14. Consequential Damages; Force Majeure.

Neither party shall be liable to the other for any consequential, special or incidental damages arising out of a breach of or failure to perform this Agreement. Neither party shall be liable for delay in performance of any obligation under this Agreement to the extent caused by any act of God, act of governmental authority, failure of transportation facilities, strikes or work stoppages, fires, floods, riots, acts of war or terrorism, or any similar extreme causes beyond the reasonable control of such party.

15. Ownership of Materials.

Curriculum taught in the DE Courses shall not be used, copied or distributed by School without the prior written permission of CCAC.

16. Governing Law.

This Agreement shall be governed by and interpreted in accordance with the substantive law of the Commonwealth of Pennsylvania, without regard to its choice of law provisions.

17. Entire Agreement; Non-Assignment.

This Agreement represents the entire understanding between the parties with respect to the subject matter hereof, and supersedes all prior or contemporaneous oral or written understandings, agreements or promises between the parties with respect thereto. Neither party may assign, subcontract, or sublet this Agreement or its performance hereunder, in whole or in part, without the prior written consent of the other party. In the event of any conflict between the terms of this Agreement and any exhibit or attachment incorporated herein, the terms of this Agreement shall govern.

18. Modification; Counterparts.

This Agreement may not be amended, revised or modified except in a writing duly executed by each of the parties hereto. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their respective authorized representatives as of the date written below.

**SCHOOL DISTRICT/SCHOOL NAME:** \_\_\_\_\_

**SUPERINTENDENT OR PRINCIPAL:** \_\_\_\_\_

**SIGNATURE OF AUTHORIZED OFFICIAL:** \_\_\_\_\_

**DATE:** \_\_\_\_\_

**COMMUNITY COLLEGE OF ALLEGHENY COUNTY**

**COLLEGE PRESIDENT OR DESIGNEE:** \_\_\_\_\_

**SIGNATURE:** \_\_\_\_\_

**DATE:** \_\_\_\_\_

COMMUNITY COLLEGE OF ALLEGHENY COUNTY  
MODEL FOR  
DUAL ENROLLMENT PROGRAMS  
June, 2017

The Community College of Allegheny County's Dual Enrollment Program is designed to introduce high school students to college while they are completing their high school program of study so that they can enroll in college with one or more courses in their intended program of study. To provide the greatest flexibility for students, CCAC's model will offer Dual Enrollment in two formats: Concurrent Enrollment Classes taught in the student's high school, career/technical center, or a non-profit community based organization with an educational mission by their teachers, and Dual Enrollment classes taught by CCAC faculty members in any location (CCAC campuses or centers, online or in school/organizations' facilities).

	<b>Concurrent Enrollment Classes (Classes taught by school faculty on their site and on their schedule)</b>	<b>Dual Enrollment Classes (Classes taught by CCAC faculty regardless of location)</b>
Identification of Classes	At least two months prior to the beginning of each CCAC semester, the school staff and college staff, who work with concurrent enrollment, will confer on the classes to be scheduled and review the credentials for any of the School's teachers identified to teach the Concurrent Enrollment Classes.	For classes to be offered at a non-CCAC facility, at least two months prior to the beginning of each College semester, the School staff and college staff, who work with dual enrollment, will confer on the classes to be scheduled. Classes offered on the Campuses/Centers or online will be scheduled through the College's regular schedule building process.
Student Eligibility	Students in grades 9-12 or whose ages would place them in grades 9-12 as identified by the School and approved by CCAC.	For classes taught at the School, students in grades 9-12 as identified by the school. For classes taught at CCAC, high school juniors and seniors with a GPA of 2.0 or higher.
Class Composition	All students in the class must be registered or eligible for Advanced Placement, Honors, International Baccalaureate or CCAC credit.	If courses are offered at a non-CCAC facility, all students must be registered or eligible for Advanced Placement, Honors, International Baccalaureate or CCAC credit; classes offered at CCAC or online may include non-high school students.
Application Process	Complete CCAC's on-line Application for Admission and Registration Form.	Complete CCAC's on-line Application for Admission and a Registration Form.
Placement Testing	Students would need to take CCAC's placement test either in the School or at the College for any courses requiring placement testing.	Students would need to take CCAC's placement test for any courses requiring placement testing.

Curriculum	Generally, core transferrable courses such as ENG 101, ENG 102, PSY 101, SOC 101, History, Art/Music Appreciation, Math, Science OR career courses for CTE students. Developmental courses may also be offered at the request of the School.	Any CCAC credit course provided placement scores, if applicable, and pre-requisites are met.
Faculty	Qualified School faculty members who are approved by the College.	CCAC's regular course instructors.
Faculty Compensation	Schools may provide any additional compensation. No additional compensation will be provided by the College for any courses taught during the normal school day. Compensation will be paid at the adjunct faculty rate by CCAC for courses taught during the summer and/or after the normal school day.	Paid as part of full-time faculty's regular load or overage at the College's overage rate or at the adjunct rate.
Tuition and Fees	The School or students would pay the one-time matriculation fee plus the tuition for 1 credit for courses taken during the normal school day; any lab fees associated with the course(s) could be waived.  Allegheny County schools paying for Concurrent Enrollment courses for out-of-County residents will be charged the in-County rate.  Out-of-County students personally paying the tuition and fees would pay tuition for 1 credit based on the rate charged to out-of-county residents.	College's regular course tuition and fees including the one-time matriculation fee.
Scheduling of Classes	Courses would be scheduled during the regular school day using the State's formula for scheduling community college classes. There is no minimum class size.	CCAC standard course schedule is followed OR special sections of classes can be scheduled at the School or CCAC provided there is a minimum of 10 students registered for the course.
Promotion/Recording of Classes	School would promote the class(es). CCAC will include information on Concurrent Enrollment on its website.	CCAC will promote DE classes on its website and incorporate a link to the CCAC Student Handbook for dual enrollment students.
Responding to Parent Questions	Appropriate School staff would respond to parent questions in	College staff would respond to parent questions in consultation

	consultation with CCAC personnel, if specific information is needed.	with School personnel, if specific information is needed.
Creation of the Classes	Appropriate Dean at CCAC would create the schedule for the class(es).	Classes will be included in the College's schedule of courses.
Textbooks and Instructional Materials	College identifies textbooks and instructional materials, however schools can advance their books and materials for review by the College for the class(es), which can be used if the College's Department deems them as appropriate.	College identifies textbooks and instructional materials.
Use of credits	Used as approved by the school and college credit awarded.	Used as approved by the school and college credit awarded.
Policies and Procedures	All College policies and procedures, including those regarding attendance and withdrawal are to be followed.	All College policies and procedures regarding attendance, withdrawal and code of conduct are to be followed.
Student Services and Activities	Students can participate in all student services and activities provided by the College at one of the Campuses or College Centers.	Students can participate in all student services and activities provided by the College.
Academic Support Services	With special arrangements peer tutors may be available at the School to assist students.	Students can participate in all academic support services.
Behavioral Issues	Processed through the School's regular processes.	Processed through the College's behavioral processes; case recorded in Maxient.
Agreements with Schools	Formal MOAs signed with participating Schools.	Formal MOAs signed with the Schools enrolling students through on site, campus-based or online courses.

MFA 6-6-2017



## AGREEMENT AND LEASE

This lease, made as of the 6<sup>th</sup> day of June, 2018 by and between the Shaler Area School District, hereinafter called "*Lessor*", and the Young Men's Christian Association of Greater Pittsburgh, hereinafter called "*Lessee*".

Witnesseth

*Lessor*, for and in consideration of the rent to be paid and covenants and agreements to be performed by *Lessee* as hereinafter set forth, does hereby lease unto *Lessee* that space (hereinafter called the "Premises") situated in designated locations within *Lessor's* primary school buildings and elementary school as follows:

- A. Burchfield Primary – classroom G14, playground/ball field and gym (school year) and classroom G14, playground/ball field and gym (summer) and will have an end date three weeks prior to the start of the school year.

The said premises to be occupied and used only as a PA state licensed Before and After School Enrichment (BASE) program during the school year and a summer day camp/care program during the summer months. The school year BASE program, and summer program will be operated by *Lessee* to care for children enrolled as students in *Lessor's* school. Arrangements will be made independently with the parents and guardians of these children, together with a nonexclusive license for the benefit of *Lessee* and *Lessee's* employees, agents and invitees, for access to and from the lease premises through the schools and school grounds. Use of other public areas of the schools may be required, including such areas as washrooms, kitchen, elevators, and parking areas (employee and parent drop off and pick up) all on the following terms and conditions:

1. The term hereof shall begin the 29<sup>th</sup> day of August 2018 and shall end at 12 midnight on the 29<sup>th</sup> day of August 2019, and thereafter extend from year to year under the same terms and conditions, provided, however, that either party may terminate this lease by giving written notice of its intention ninety (90) days before the end of any term.
2. As annual rent for the premises, *Lessee* shall pay the *Lessor* the sum of one dollar (\$1.00) and other good and valuable consideration.
3. It is agreed between *Lessor* and *Lessee* that,

- a. *Lessor* during the heating season shall provide such heat for the leased premises.
  - b. *Lessor* shall provide such ordinary custodial service for the leased premises.
  - c. *Lessor* shall maintain and provide for Lessee's use other utilities necessary to Lessee as are normally maintained at the various schools in which the premises are located.
4. Lessee agrees to conduct its BASE program and summer day care/camp in accordance with the guidelines, which are attached hereto, marked [Exhibit A](#), and incorporated herein. Lessee further agrees to comply with all rules, regulations, and policies of the *Lessor* as applies to leased premises.
  5. If Lessee fails to keep or comply with any of the covenants, terms or conditions of this lease, or with any notice given under the terms hereof, this lease may at the option of *Lessor*, be terminated following written notice to Lessee of such failure or noncompliance followed by a thirty (30) day period. During this time the Lessee may have the opportunity to correct said failure or abate said noncompliance and, if corrected or abated, this Lease may continue in full force and effect; provided, that, if *Lessor* deems it necessary for any reason deemed to be compelling by *Lessor*, this Lease may be, at the complete discretion of *Lessor*, terminated forthwith.
  6. If, during the term of this Lease, a school building is so damaged or impaired that the premises located within that school building are rendered unfit for Lessee's occupancy, as determined by the *Lessor* this Lease shall cease and terminate forthwith as to that school building.
  7. Lessee shall hold *Lessor* harmless for any loss or damage, which Lessee, or its agents or employees, may sustain by strike, lockout or other labor disturbance, energy curtailment, war, state or national emergency, civil commotion, sudden adverse act or nature or termination of this Lease at any time by *Lessor* for reasons, which *Lessor* deems to be compelling.
  8. It is agreed between *Lessor* and Lessee that,
    - A. Lessee shall not make any alterations or additions to the premises.
    - B. Lessee shall, at the expiration of the Lease, return the premises to *Lessor* in as good condition as received, ordinary wear and tear expected.
    - C. Lessee shall not assign this Lease or sublease the premises.
    - D. Lessee shall hold *Lessor* harmless from any loss or damage which Lessee, its agents or employees may sustain:

1. theft or burglary in or about the premises
  2. interruptions in any utility service, from any cause whatsoever
  3. loss, damage or injury due to fire, water, rain, snow, steam sewage, gas or odors, from any source whatsoever
  4. other damage or injury.
9. Lessee represents and warrants that during the period of its use and occupancy of the premises, and will comply with all laws, licensing requirements and applicable regulations of local, state and federal governments, including those of the Pennsylvania Department of Human Services, Office of Child Development.
10. Lessee shall indemnify, hold harmless and defend Lessor from and against any and all costs, expenses (including reasonable counsel fees) from any liabilities, losses, damages, suits, actions, fines, penalties, claims or demand of any kind and asserted by or on behalf of any person or government arising out of, or in any way connected with the before & after school enrichment program or summer day care/camp programs. Lessor shall not be liable to Lessee on account of: (i) any failure by Lessee to perform any of the agreements, terms, covenants or conditions of this Lease required to be performed by Lessee; (ii) any failure by Lessee to comply with any statutes, ordinances, regulation or orders of any governmental authority; or (iii) any accident, death or personal injury or damage to our loss or theft of property which shall occur on, in or about the premises.
11. Lessee shall maintain and have in full force and effect during the periods of this Lease the following insurance:
- A. Policies of comprehensive general liability insurance, including public and property damage liability coverage with the following limits:
    - 1) Public liability insurance in an amount of not less than one million dollars (1,000,000.00) for bodily injury and/or wrongful death, to any one person.
    - 2) Property damage insurance in an amount of not less than one million dollars (1,000,000.00) per occurrence.
    - 3) Umbrella liability coverage for property damage and bodily injury in an amount not less than three million dollars (2,000,000.00).
    - 4) Non-owned and or hired automobile liability insurance in an amount not less than one million dollars (1,000,000.00).
    - 5) Lessor shall be named as an additional insured party and policies or certificates shall provide for a minimum of thirty- (30) days written notice to Lessor prior to cancellation of any of the insurance.
  - B. Lessee represents and warrants that during its period of use and occupancy of the premises, it will comply with all applicable

- workers' compensation, unemployment compensation, and other employee insurance programs required by law.
- C. Prior to the date of original occupancy, *Lessee* shall furnish to *Lessor* written proof of *Lessee's* compliance with the above insurance provisions.
12. *Lessor* shall maintain and have in full force and effect during the periods of this Lease the following insurance:
- A. Standard fire and hazard insurance with extended coverage on the school buildings involved in the before/after school child care and summer programs with limits designed to avoid the effects of the co-insurance clause of the insurance policy.
  - B. This also includes comprehensive general liability insurance with limits of coverage normally carried by school districts for elementary schools.
13. Neither *Lessor* nor *Lessee* shall be liable to the other nor to any insurer of the other party claiming by way of subrogation through or under either one with respect to any loss, damage, injury or death to the extent either party shall be reimbursed or has the right to be reimbursed out of hazard insurance carried or obligated to be carried by *Lessor* or *Lessee*, as the case may be, with respect to such loss, damage, injury or death. In the event their respective insurance policies do not already provide for waiver or subrogation, *Lessor* and *Lessee* each agree to obtain a waiver of subrogation endorsement from their respective insurers.
14. In the event the *Lessor* becomes subject to any real estate, business privilege, or other federal, state or local taxes by virtue of the lease of the previously mentioned premises, *Lessee* agrees to pay or reimburse the *Lessor* for the full amount of the taxes applicable to this Lease or the use of the premises.
15. *Lessor's* name and the name of the building may be used as an element in promotion and advertising *Lessee's* before and after school enrichment program.
16. Each school building principal shall represent *Lessor* at the school building level in administering this Lease. Provided, however, that any notice or demand hereunder shall be sufficiently given or made upon *Lessor* or mailed by first class postage, or personal delivery, to the *Lessor's* superintendent.

17. Any notice or demand hereunder shall be sufficiently given or made upon Lessee if addressed to Lessee at One Gateway Center, 420 Ft. Duquesne Blvd. Suite 625 Pittsburgh, PA., 15222 and deposited in the mail with first class postage affixed, or by personal delivery to the same address.

*IN WITNESS WHEREOF*, the *Lessor* and *Lessee*, Having read the same in its entirety and intending to be legally bound hereby, subscribe the same as of the day and year first above written.

**Attest:**

**Shaler Area School District**  
(Lessor)

\_\_\_\_\_

\_\_\_\_\_  
Superintendent

**Attest:**

**Young Men's Christian Association  
of Greater Pittsburgh**  
(Lessee)

\_\_\_\_\_

\_\_\_\_\_  
President and CEO

## Agreement

This Agreement is made this 23rd day of May 2018, **Grade Point Resources** and **Shaler Area School District**.

1. The term of this Agreement commences August 2, 2018 and ends August 2, 2019. Notwithstanding the foregoing, either party may terminate this Agreement, at any time, with or without cause, upon 30 days written notice. In such event, Grade Point Resources shall be entitled to payment for services satisfactorily rendered prior to termination.
2. Grade Point Resources will provide behavior specialist consultant, **Rebecca Moyes**, to service the school district and execute the following duties:
  - Provide therapeutic interventions
  - Work with school team to identify antecedent behaviors and interventions to prevent difficult behavior
  - Participate in team meetings as requested
  - Utilize principles of applied behavior analysis to increase student pro-social behaviors and reduce inappropriate behavior
  - Work with classroom teachers to design and implement strategies for students with behavioral needs
  - Complete functional behavior assessments
  - Complete positive behavior support plans and modify as needed
  - Design data collection tools to track progress for behavioral goals
  - Provide ESY consultation as requested

Grade Point Resources staff members assigned to provide the foregoing services are subject to the prior approval of the Shaler Area School District.

Except as stated above, Grade Point Resources' fees are inclusive of all expenses incurred by Grade Point Resources in the provision of services or the performance of its obligations under this agreement.

4. The specific services to be provided by Grade Point Resources shall be authorized in writing by Shaler Area School District. For services authorized by Shaler Area School District and satisfactorily completed by Grade Point Resources, Shaler Area School District agrees to pay Grade Point Resources as follows:

- \$70 per hour for consultation (hours requested by the school district and upon availability of the consultant)
- In-service trainings are \$500 for half day and \$800 for full day
- Shaler Area School District shall make payment on invoices so that payment is received within five days of board approval or by the 10<sup>th</sup> of the following month.
- A late payment charge of 1% will apply on any unpaid balance over sixty days past due.
- Invoices shall include sufficient detail as to allow the verification of the services completed. Shaler Area School District will notify Grade Point Resources of any disputed invoice entry or entries within seven days of receipt of the invoice,

whereupon the parties will mutually endeavor to mutually resolve such dispute, and Shaler Area School District shall remit payment upon all undisputed entries.

5. Grade Point Resources will provide to Shaler Area School District all certifications, licenses, and clearances of personnel as required by law and/or by Shaler Area School District prior to staff initiating work at Shaler Area School District, including, but not limited to, state and federal criminal history reports as required by Section 111 of the Public School Code, child abuse clearance statements as required by the Child Protective Services Act, and an employment history review as required by Section 111.1 of the Public School Code.

6. Grade Point Resources shall provide evidence of liability insurance coverage during the contract period with limits of liability not less than \$1,000,000 per occurrence and \$3,000,000 in the aggregate general liability. Shaler Area School District shall be named on such policies as an additional insured, being provided with primary coverage and applied before any other insurance carried by the Shaler Area School District.

7. The parties agree to indemnify, defend, and hold harmless each other, their respective directors, officers, employees, and agents, against all claims, damages, losses or penalties for personal injury or death or damage to personal or real property owned or leased by such party, or the operation or maintenance of any equipment or vehicles provided or used by such party arising out of any acts or omissions of the party's employees. Any obligation of Shaler School District hereunder is subject to and with full reservation of any immunities or limitations of liability afforded to the Shaler Area School District by applicable law, and this provision shall not obligate Shaler Area School District to provide indemnity upon any claim from which it is immune or for any damages exceeding any limitation of liability established by applicable law. None of the personnel provided by the parties shall be considered employees or agents of the other party hereto for any purpose. The parties agree to indemnify, defend, and hold harmless each other against all claims, damages, losses or penalties resulting from any judicial administrative, or another determination that any staff member of one party hereto is an employee or agent of the other party hereto.

8. Grade Point Resources and all agents/employees/subcontractors of Grade Point Resources shall observe and comply with the provisions of the Individuals with Disabilities Education Act 2004 and all relevant portions of the Pennsylvania Public School Code, HIPAA, and all other applicable laws, rules, regulations and requirements of any and all governmental bodies having jurisdiction over services to be rendered by Grade Point Resources. While present in the Shaler Area School District schools, Grade Point Resources' staff members shall abide by applicable school policies, including those prohibiting the use of tobacco and alcohol and the possession of weapons.

9. Grade Point Resources shall ensure that the services it provides comply with all requirements of State and Federal law to the extent such compliance does not depend upon the performance or actions of any other individual or entity beyond the control of Grade Point Resources. Grade Point Resources agrees not to divulge or release any information developed or obtained in conjunction with any aspect of its performance under this Agreement, including personally identifiable information concerning students for which confidentiality is required by the Family Education Rights and Privacy Act and/or the Individuals with Disabilities Education Act, except to authorized Shaler Area School District personnel or upon prior written approval of the Superintendent of the Shaler Area School District. Shaler Area School District shall provide such action, assistance, or cooperation as is required to ensure that students referred to Grade Point Resource's staff receive a Free Appropriate Public Education in compliance with all applicable provisions of state and federal law.

10. The relationship of Grade Point Resources and Shaler Area School District under this Agreement shall be that of an independent contractor. Grade Point Resources is subject to direction and control of Shaler Area School District only as to the results to be accomplished. The means and methods for accomplishing the desired results shall be at the full discretion, skill and judgment of Grade Point Resources. Grade Point Resources agrees that Grade Point Resources staff are not employees of Shaler Area School District and shall not be entitled to any wages, benefits or any remuneration available to Shaler Area School District employees. Grade Point Resources further agrees that Shaler Area School District will not deduct income, Social Security, or other taxes on any payments to Grade Point Resources hereunder and Grade Point Resources further agrees that Grade Point Resources is solely responsible for payment of any such taxes due to the proper taxing authorities. Grade Point Resources shall indemnify and hold harmless Shaler Area School District from any assessments of such taxes and any interest and penalties imposed upon Shaler Area School District by reason of Grade Point Resources' failure to pay such taxes.

11. Grade Point Resources shall not subcontract or assign any of the services covered by this Agreement or any right to monies to be paid hereunder without the written consent of Shaler Area School District.

12. This Agreement has been jointly prepared by the parties hereto and, therefore, shall not be presumptively construed in favor of or adversely to either party to this Agreement.

13. This agreement contains all of the terms and conditions agreed upon by the parties hereto, and no other agreement, oral or otherwise, regarding the subject matter of this Agreement, shall be deemed to exist or to bind any of the parties hereto. This Agreement may not be changed, modified, discharged or extended except by written amendment, duly executed by the parties and, as to the Shaler Area School District, unless approved by resolution of its Board of School Directors adopted at a duly constituted public meeting.

14. This Agreement shall be construed in accordance with the law of the Commonwealth of Pennsylvania.

15. In the event of any litigation arising from the parties' performance of this Agreement, it is mutually agreed that the exclusive venue for any legal proceedings shall be the Court of Common Pleas of Allegheny County. Both parties hereby waive any right to trial by jury.

WHEREFORE, intending to be legally bound hereby, the parties, by their duly authorized representatives have signed this Agreement.

GRADE POINT RESOURCES

SHALER AREA SCHOOL DISTRICT



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## Agreement

This Agreement is made this 23rd day of May 2018, **Grade Point Resources** and **Shaler Area School District**.

1. The term of this Agreement commences July 1, 2018 and ends June 30, 2019.

Notwithstanding the foregoing, either party may terminate this Agreement, at any time, with or without cause, upon 30 days written notice. In such event, Grade Point Resources shall be entitled to payment for services satisfactorily rendered prior to termination.

2. Grade Point Resources will provide **two behavior specialist staff members** to service the school district and execute the following duties:

- Provide therapeutic interventions
- Work with school team to identify antecedent behaviors and interventions to prevent difficult behavior
- Provide crisis support
- Participate in team meetings as requested
- Utilize principles of applied behavior analysis to increase student pro-social behaviors and reduce inappropriate behavior
- Work with classroom teachers to design and implement strategies for students with behavioral needs
- Complete functional behavior assessments
- Complete positive behavior support plans and modify as needed
- Design data collection tools to track progress for behavioral goals

Grade Point Resources staff members assigned to provide the foregoing services are subject to the prior approval of the Shaler Area School District.

3. Shaler Area School District will provide Grade Point Resources staff members the following resources in relation to the services to be provided:

- School email address and access to internet
- Entry badge
- Assistance, cooperation, and participation of Shaler Area School District's administrative, professional, and support staff in the development and implementation of the services outlined above
- Access to copier, fax, laminator, office supplies as needed
- Parking

Except as stated above, Grade Point Resources' fees are inclusive of all expenses incurred by Grade Point Resources in the provision of services or the performance of its obligations under this agreement.

4. The specific services to be provided by Grade Point Resources shall be authorized in writing by Shaler Area School District. For services authorized by Shaler Area School District and satisfactorily completed by Grade Point Resources, Shaler Area School District agrees to pay Grade Point Resources the amount of \$122,000 as follows:

- Shaler Area School District agrees to pay 12 monthly installments of \$10,166.67 with the first invoice submitted by Grade Point Resources in June 2018 for payment in July 2018, and the last invoice presented in May 2019 for payment in June 2019.
- Grade Point Resources shall submit invoices one month in advance.
- Shaler Area School District shall make payment on invoices so that payment is received within five days of board approval or by the 10<sup>th</sup> of the following month.
- A late payment charge of 1% will apply on any unpaid balance over sixty days past due.
- Invoices shall include sufficient detail as to allow the verification of the services completed. Shaler Area School District will notify Grade Point Resources of any disputed invoice entry or entries within seven days of receipt of the invoice, whereupon the parties will mutually endeavor to mutually resolve such dispute, and Shaler Area School District shall remit payment upon all undisputed entries.

5. Grade Point Resources will provide to Shaler Area School District all certifications, licenses, and clearances of personnel as required by law and/or by Shaler Area School District prior to staff initiating work at Shaler Area School District, including, but not limited to, state and federal criminal history reports as required by Section 111 of the Public School Code, child abuse clearance statements as required by the Child Protective Services Act, and an employment history review as required by Section 111.1 of the Public School Code.

6. Grade Point Resources shall provide evidence of liability insurance coverage during the contract period with limits of liability not less than \$1,000,000 per occurrence and \$3,000,000 in the aggregate general liability. Shaler Area School District shall be named on such policies as an additional insured, being provided with primary coverage and applied before any other insurance carried by the Shaler Area School District.

7. The parties agree to indemnify, defend, and hold harmless each other, their respective directors, officers, employees, and agents, against all claims, damages, losses or penalties for personal injury or death or damage to personal or real property owned or leased by such party, or the operation of maintenance of any equipment or vehicles provided or used by such party arising out of any acts or omissions of the party's employees. Any obligation of Shaler School District hereunder is subject to and with full reservation of any immunities or limitations of liability afforded to the Shaler Area School District by applicable law, and this provision shall not obligate Shaler Area School District to provide indemnity upon any claim from which it is immune or for any damages exceeding any limitation of liability established by applicable law. None of the personnel provided by the parties shall be considered employees or agents of the other party hereto for any purpose. The parties agree to indemnify, defend, and hold harmless each other against all claims, damages, losses or penalties resulting from any judicial administrative, or another determination that any staff member of one party hereto is an employee or agent of the other party hereto.

8. Grade Point Resources and all agents/employees/subcontractors of Grade Point Resources shall observe and comply with the provisions of the Individuals with Disabilities Education Act 2004 and all relevant portions of the Pennsylvania Public School Code, HIPAA, and all other applicable laws, rules, regulations and requirements of any and all governmental bodies having jurisdiction over services to be rendered by Grade Point Resources. While present in the Shaler Area School District schools, Grade Point Resources' staff members shall abide by applicable school policies, including those prohibiting the use of tobacco and alcohol and the possession of weapons.

9. Grade Point Resources shall ensure that the services it provides comply with all requirements of State and Federal law to the extent such compliance does not depend upon the performance or actions of any other individual or entity beyond the control of Grade Point

Resources. Grade Point Resources agrees not to divulge or release any information developed or obtained in conjunction with any aspect of its performance under this Agreement, including personally identifiable information concerning students for which confidentiality is required by the Family Education Rights and Privacy Act and/or the Individuals with Disabilities Education Act, except to authorized Shaler Area School District personnel or upon prior written approval of the Superintendent of the Shaler Area School District. Shaler Area School District shall provide such action, assistance, or cooperation as is required to ensure that students referred to Grade Point Resource's staff receive a Free Appropriate Public Education in compliance with all applicable provisions of state and federal law.

10. The relationship of Grade Point Resources and Shaler Area School District under this Agreement shall be that of an independent contractor. Grade Point Resources is subject to direction and control of Shaler Area School District only as to the results to be accomplished. The means and methods for accomplishing the desired results shall be at the full discretion, skill and judgment of Grade Point Resources. Grade Point Resources agrees that Grade Point Resources staff are not employees of Shaler Area School District and shall not be entitled to any wages, benefits or any remuneration available to Shaler Area School District employees. Grade Point Resources further agrees that Shaler Area School District will not deduct income, Social Security, or other taxes on any payments to Grade Point Resources hereunder and Grade Point Resources further agrees that Grade Point Resources is solely responsible for payment of any such taxes due to the proper taxing authorities. Grade Point Resources shall indemnify and hold harmless Shaler Area School District from any assessments of such taxes and any interest and penalties imposed upon Shaler Area School District by reason of Grade Point Resources' failure to pay such taxes.

11. Grade Point Resources shall not subcontract or assign any of the services covered by this Agreement or any right to monies to be paid hereunder without the written consent of Shaler Area School District.

12. This Agreement has been jointly prepared by the parties hereto and, therefore, shall not be presumptively construed in favor of or adversely to either party to this Agreement.

13. This agreement contains all of the terms and conditions agreed upon by the parties hereto, and no other agreement, oral or otherwise, regarding the subject matter of this Agreement, shall be deemed to exist or to bind any of the parties hereto. This Agreement may not be changed, modified, discharged or extended except by written amendment, duly executed by the parties and, as to the Shaler Area School District, unless approved by resolution of its Board of School Directors adopted at a duly constituted public meeting.

14. This Agreement shall be construed in accordance with the law of the Commonwealth of Pennsylvania.

15. In the event of any litigation arising from the parties' performance of this Agreement, it is mutually agreed that the exclusive venue for any legal proceedings shall be the Court of Common Pleas of Allegheny County. Both parties hereby waive any right to trial by jury.

WHEREFORE, intending to be legally bound hereby, the parties, by their duly authorized representatives have signed this Agreement.

GRADE POINT RESOURCES

SHALER AREA SCHOOL DISTRICT



Shaler Area SD

**Special Education Plan Report**

07/01/2018 - 06/30/2021

# District Profile

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## Demographics

1800 Mount Royal Blvd  
 Glenshaw, PA 15116  
 (412)492-1200  
 Superintendent: Sean Aiken  
 Director of Special Education: Kathleen Graczyk

## Planning Committee

Name	Role
Heather Berney	Administrator : Professional Education Special Education Schoolwide Plan
Dr. Bryan O'Black	Administrator : Professional Education Special Education Schoolwide Plan
Kathleen Newport	Ed Specialist - Home and School Visitor : Professional Education Special Education
Mitch Stivenson	Ed Specialist - Instructional Technology : Professional Education Special Education Schoolwide Plan
Maryann Swartz	Ed Specialist - School Counselor : Professional Education Special Education Schoolwide Plan
Karen Constantakis	Ed Specialist - School Psychologist : Professional Education Special Education
Julia Igims	Elementary School Teacher - Special Education : Professional Education Special Education
Michele Kline	Elementary School Teacher - Special Education : Professional Education Special Education
Listy Myros	Elementary School Teacher - Special Education : Professional Education Special Education
Gina Chmielewski	High School Teacher - Special Education : Special Education
Sondra Jodkin	Middle School Teacher - Regular Education : Special Education
Nichol Myros	Middle School Teacher - Special Education : Professional Education Special Education
Elizabeth Wolff	Parent : Professional Education Special Education
Kathleen Graczyk	Special Education Director/Specialist :

	Professional Education Special Education Schoolwide Plan
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DRAFT

# Core Foundations

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## Special Education

### *Special Education Students*

Total students identified: 804

### *Identification Method*

Identify the District's method for identifying students with specific learning disabilities.

#### Specific Learning Disability Criteria

The Shaler Area School District utilizes the Discrepancy Model which is a process that examines whether a child exhibits a pattern of strengths and weaknesses relative to intellectual ability as defined by a severe discrepancy between ability and achievement, or relative to age or grade. A linear regression approach that examines the standard error of estimates, is utilized to determine if a statistically significant difference exists between the measured cognitive ability and performance on norm-referenced assessments of academic achievement. Additionally, the inclusionary and exclusionary criteria set forth by the Department of Education are examined in the determination of the existence of a specific learning disability.

Although the Discrepancy Model is currently utilized in the determination of a specific learning disability, the district has embraced the Multi-tier System of Supports (MtSS) model for grades K-6 as a means of supporting struggling learners in a three-tiered model of intervention. In addition to a research-based, standards-aligned curriculum, benchmark assessments are administered in both reading and math a minimum of three times yearly at the elementary level. This data, along with local and state assessments, are utilized to make decisions about tiered interventions outside the core curriculum. Student progress is monitored regularly as prescribed by their level of support. Additionally, the primary and elementary buildings hold grade level data meetings on a monthly basis with the core team (academic coaches, Reading specialists, and principals ) to review data as well as student progress. The district is committed to refining the MtSS process and will seek to use professional development to support high-quality instruction as well as implementing research-based interventions with fidelity.

A student may be identified as eligible for special education as a student with a specific learning disability if the evaluation or reevaluation findings meet all of the following criteria:

1. The student's achievement is below age or state grade-level standards or national norms in one of eight areas: oral expression, listening comprehension, written expression, basic reading skills, reading fluency skill, reading comprehension, mathematics calculation, mathematics problems solving.

2. The student exhibits a pattern of strengths and weaknesses in classroom performance, validated by standardized tests of academic achievement and intellectual ability which further define strengths and weaknesses and establish severe discrepancy. The severe discrepancy must be both statistically significant and rare (base rate greater or equal to 10%) in normative populations.

3. The student demonstrates a need for specially designed instruction.

a. Appropriate instructional strategies were provided and documented over a sufficient period of time and the child has failed to demonstrate progress according to age, grade, or intellectual expectancy.

b. The child has made sufficient progress, but the level of support needed to maintain sufficient progress exceeds the resources of the regular education program.

4. Evaluation findings indicate that the student's learning problems are not primarily the result of a vision, hearing, or motor disability; mental retardation; emotional disturbance; cultural factors; environmental or economic disadvantage; or limited English proficiency.

5. Evaluation findings indicate that prior to, or in conjunction with, the referral process, (1) the child was provided with appropriate instruction, by qualified teachers, in regular education settings, and (2) repeated assessment of student progress occurred during instruction, with parents informed of findings.

### ***Enrollment***

Review the Enrollment Difference Status. If necessary, describe how your district plans to address any significant disproportionalities.

The data is publicly available via the PennData website. You can view your most recent report. The link is: <https://penndata.hbg.psu.edu/PublicReporting/DataataGlance/tabid/2523/Default.aspx>

There are no significant enrollment disproportionalities in the District.

### ***Non-Resident Students Oversight***

1. How does the District meet its obligation under Section 1306 of the Public School Code as the host District at each location?
2. How does the District ensure that students are receiving a free appropriate public education (FAPE) in the least restrictive environment (LRE)?
3. What problems or barriers exist which limit the District's ability to meet its obligations under Section 1306 of the Public School Code?

1. Within the Shaler Area School District boundaries a non -profit organization called HEARTH which provides transitional and supportive housing to women and children. The District has met its obligations under Section 1306 of the school code by educating these students in district schools or transporting them to their home school to continue the continuity of their education. These arrangements have been made in accordance with the mothers' wishes. We assure that students being educated in our district schools are receiving FAPE by obtaining and following the IEP's from the students' home schools and subsequently revising those IEP's as needed.
2. When students who live in the Shaler Area School District are placed in a residential treatment facility, the district liaison remains in contact with the school district who houses the RTF in order to stay connected to the students throughout the stay at that facility and to ensure a smooth transition back to the district when discharged. In 2017, the Shaler Area School District entered into a Memorandum of Understanding (MOU) with Allegheny County Department of Human Services, Office of Children Children, Youth, and Families (CYF) to ensure the provision of services to optimize academic success for children and youth in foster care who are enrolled in the LEA. This MOU supports the assurance of FAPE for foster children as well as those categorized as homeless.
3. While the District has a good number of students each year to service under Section 1306 of the Public School Code, it has been able to meet its obligations.

### *Incarcerated Students Oversight*

Describe the system of oversight the District would implement to ensure that all incarcerated students who may be eligible for special education are located, identified, evaluated and when deemed eligible, are offered a free appropriate public education (FAPE).

There are no facilities for incarcerated students located within the School District boundaries.

### *Least Restrictive Environment*

1. Describe the District procedures, which ensure that, to the maximum extent appropriate, children with disabilities, including those in private institutions, are educated with non-disabled children, and that removal from the regular education environment only occurs when education in that setting with supplementary aids and services, cannot be achieved satisfactorily.
2. Describe how the District is replicating successful programs, evidence-based models, and other PDE sponsored initiatives to enhance or expand the continuum of supports/services and education placement options available within the District to support students with disabilities access the general education curriculum in the least restrictive environment (LRE). (Provide information describing the manner in which the District utilizes site-based training, consultation and technical assistance opportunities available through PDE/PaTTAN, or other public or private agencies.)
3. Refer to and discuss the SPP targets and the district's percentages in the Indicator 5 section - Educational Environments. Also discuss the number of students placed out of the district and how those placements were determined to assure that LRE requirements are met.

The Shaler Area School District provides a continuum of special education services from Kindergarten through grade 12. Life skills, learning support, emotional support, and speech and language support are available at all grade levels. All students are considered for instruction in the regular classroom before any pull-out program is considered. Only when the needs of the student cannot be addressed with supplementary aids and support, and a highly adapted curriculum, does the IEP team recommend pull-out special education. Pull-out classes are considered on an individual basis. Students are included in general education classes to the maximum extent possible. When necessary, the District has called upon the Allegheny Intermediate Unit to help individual IEP teams work through the Supplementary Aids and Services toolkit to further implement inclusion opportunities for specific students.

A district-wide survey was conducted with our professional staff, and the results of that survey indicated that the majority of the teaching staff wanted more special education and behavior modification training. During the 2016-17 and 2017-18 school years, the Shaler Area School District has conducted numerous trainings and has partnered with PaTTAN Pittsburgh and Allegheny Intermediate 3 to assist with professional development with our special education staff in the proper way to calculate Least Restrictive Environment (LRE) for students' IEP'S. The District has increased the opportunities for all students to participate in general education classes through co-teaching and the use of supplementary aids and services provided by general education teachers. During that past two school years, the District has also provided general education teachers professional development on modifications, accommodations, and the compliance with providing those supports in order to assist students with IEPs in remaining in the general education classroom as much as possible.

In addition to our special education services, students are also supported by school counselors and social workers assigned to each building in the district. Academic coaches, intervention coaches, and inclusion teachers provide assistance to special education students in the regular classrooms on a daily basis from Kindergarten through grade 8. At the secondary level, inclusion teachers are assigned to specific general education classes as identified through students' need based on data collection and progress monitoring. The District also runs an Emotional Support program in the elementary, middle, and high school buildings to help support those students identified needing emotional support services.

The District contracts with Grade Point Resources to provide consultation and behavior specialists to support students with Autism and Emotionally Disturbances. These consultative services, in addition to those offered by the Allegheny Intermediate Unit, are utilized to make recommendations to students' IEP'S before any outside or Approved Private school placement is considered.

The District created a protocol in which any change to a student's Least Restrictive Environment must follow a detailed set of procedures and checkpoints to ensure that no student is moved to a more restrictive environment based only on a single criterion. Data collected must be reviewed with the building's department chair and principal, then the data and findings must be reviewed with the Director of Student Services to look for data gaps or to gain ideas for additional supplemental aids and supports, and finally, the agreed upon recommendation would be discussed with the student's IEP team to determine if moving the student to a more restrictive environment would benefit the student. The use of this multi-leveled criteria has been constructed as part of the District's improvement plan to correct and imbalance of students being educated outside the general

education classroom.

The Shaler Area School District makes every attempt to include students with disabilities in the regular education classroom with the appropriate supplementary aids and services. All special education teachers in the district have earned highly qualified status.

Based on data collected on special education students, students are educated in either full inclusion classes with their general education peers with specially designed instruction alone or through co-teaching where the special education teacher pushes into the regular education classes to teach collaboratively with the general education teacher. The District utilizes co-teaching methods in the elementary, middle, and high school levels.

Least Restrictive Environment for every student is monitored and assessed throughout each school year in order to ensure that every special education student has the opportunity be educated in the general education classroom to their fullest potential.

Content area teachers and special education teacher work together to provide instruction in the regular education classroom to all students. Teachers who are engaged in co-teaching assignments have been trained by the Allegheny Intermediate Unit on co-teaching styles and best practices. During the 2017-18 school year, the District has been focused on instructing teachers and administrators on moving toward more inclusive practices with students who receive special education services so that those students are able to access their grade level content yet still have the opportunity through an intervention period to gain extra support with academic work and skills that need further remediation.

Emotional support teachers at all grade levels co-teach in several classes and also provide direct instruction for those students who need one-one or small group instruction. The emotional support teachers also provide support for those students included in the regular education classroom. Students at the high school level who are part of the life skills program are included in regular education classes as decided upon by the IEP team. All students with disabilities participate in the regular education classroom for elective courses. As with all students with disabilities, LRE is decided by the IEP teams. The IEP team always considers the regular education classroom with supplementary aids and services first before moving toward a more restrictive environment.

Special education teachers work closely with the general education teachers in order to maintain IEP goals and provide supplementary aids and services, along with appropriate modifications and adaptations to adequately provide FAPE.

The district employs 65 paraprofessionals who provide one-on-one or small group support to our students with disabilities. The IEP team determines if a child needs paraprofessional support in order to access the regular education setting by completing a needs assessment, a review of data collection, and detailed discussions as to what has already been tried previously before making a recommendation for additional adult support. Paraprofessional also are available to provide re-teaching and assistance to students with disabilities in various classrooms in the district. Many of the district's paraprofessionals provide support in the regular education classrooms to several students with disabilities in order to maximize inclusion.

All of the district's special education paraprofessionals receive professional development on in-service days. Grade Point Resources and PaTTAN are used to provide this training that is a minimum of 20 hours each year.

The district has provided professional development to all administrators and special education teachers in order to enhance its continuum of supports, services and educational placement options. All teachers are required to use research-based instruction when working with students with disabilities. The Director of Student Services works closely with the School Psychologists and the Assistant Superintendent to assure evidence-based models of instruction are implemented across the district in order to expand the continuum of supports and services.

Regardless of where the student is receiving instruction, researched-based curriculum materials are used throughout the district and all teachers providing the instruction receive training on how to implement the curriculum with fidelity. Some of the resources used for students with disabilities who require a more specialized instruction include the Soudy System, Wilson Reading, Foundations in Grades K-2, Language! In Grades 5-8. The elementary special education teachers are training MtSS teams to use these alternative resources for those students moving through the three tiers of MtSS.

The district consults with experts from PaTTan and the AIU on an ongoing basis to provide site-based training on district professional development days in order to strengthen and enhance our inclusive practices and programming for students with disabilities.

The district has worked closely with PaTTAN and the AIU to provide ongoing professional development in the area of co-teaching for both special education and general education staff K-12 in order to maximize LRE for students with disabilities. The co-teaching and inclusion initiatives have strengthened the use of the continuum of supports and services in order to provide students the best opportunities to be educated in the general education setting with their peers.

The Shaler Area School District has always been a big proponent of inclusive settings for students with disabilities. The goal has always been to educate our students in the school setting, specifically the regular education classroom. Students with disabilities are encouraged to be as independent as possible in all school activities, including transitions, extra-curricular activities, lunch, recess, and classroom instruction. The district will continue to provide and expand upon the appropriate supports to promote independence.

The District maintains effective instructional practices by providing explicit, data-based, systematic instruction for learning. IEP goals are standard-based and age appropriate. Instruction is adapted to meet the individual needs of the student as described in the IEP. The District also provides the required continuum of supports and services for students with disabilities that are designed to provide a rich supply of diverse programs that support sound inclusive practices.

The goal of the Shaler Area School District is to assure that students with disabilities are able to participate in their grade level, regular education classes within their neighborhood school by utilizing appropriate supplementary aids and services to support learning and participation. In all cases, the IEP teams consider and determine whether there is a need for instruction outside of the regular education setting and for what portion of the school day.

Program and placement decisions are based on student strengths and needs. IEP teams consider the regular education classroom with supplementary aids and services before considering a more restrictive environment. District administrators, special education teachers, regular education teachers and support personnel receive ongoing training in the area of Least Restrictive Environment (LRE) and the Federal and State requirements that govern LRE.

The Shaler Area School District requires that the IEP teams follow the proper protocols and

procedures when making a determination for educational placement. Parents are an integral part of the IEP team and are instrumental in deciding LRE for their child.

After a student's initial eligibility is decided, the IEP team develops the Individualized Educational Program (IEP) for the student. IEP teams use Pennsylvania's Supplementary Aids and Services (SAS) toolkit to determine how FAPE can be delivered in the regular education classroom. All special education teachers K-12 received training on using the SAS toolkit in 2017 and continue to review the toolkit each school year. If the IEP teams determine the regular education classroom appropriate, then supplementary aids and services, adaptations and/or modifications will be established. The IEP team also determines if the student needs a co-taught regular education classroom setting. If the IEP team determines FAPE cannot be delivered in the regular education classroom, then they move to the next step along the continuum of placement options to determine where FAPE can be delivered.

Should a student need to be pulled from the general education classroom for any level of instruction, the next step on the continuum is direct instruction from a special education teacher in the special education classroom within the school setting. All direct instruction for those students with disabilities takes place in the learning support program. IEP teams determine the level of direct instruction needed in specific academic subjects. In addition, IEP teams determine which supplementary aids and services and modifications will be needed in a more restrictive learning environment.

IEP teams are encouraged to first consider itinerant services for all students moving along the continuum of placement options to a more restrictive setting. However, if it is determined that a more restrictive environment is needed, the IEP team would then consider adding supplemental services.

Only after the IEP teams have exhausted all of the resources the district can offer including supplementary aids and services, modifications, and have followed the proper continuum of placement options for determining LRE, is an outside placement considered. A reevaluation is then conducted with the consent of the parent which may also include a Functional Behavioral Assessment (FBA). If the IEP team determines, after a full review of the data collected and the results of the Reevaluation is shared, an outside placement is needed in order to receive FAPE, then intense planning is done in order to find the appropriate placement facility. Parents are an integral part of the decision-making process.

All faculty members, including paraprofessionals, are provided opportunities to participate in professional development activities in order to become familiar with research-based practices that can be used to support students with disabilities in both the regular and special education settings. Ongoing professional development in inclusionary practices and co-teaching has been offered over the past two years for all faculty.

Students K-12, regardless of their disability, are included in the regular education setting for special area classes, rotation courses, and elective courses as much as they are able to participate. The IEP teams determine what supplementary aids and services, adaptations, and modifications are appropriate for the students in these classes.

According to the state's Special Education Data Report, in the 2015-16 school year, Shaler Area School District educated 48.7% of their special education population outside the regular classroom and in the 2016-16 school year, the percentage rose to 58.5% after the first year of intensive training

on LRE. Currently, the data indicates that 69% of the special education population is now being educated inside the regular class 80% of their day or more with that percentage expected to rise over the last few months of the school year.

The district has provided ongoing professional development in the areas of inclusion, LRE, co-teaching and differentiated instruction to all administrators, faculty and support staff K-12. As a result of these initiatives, the continuum of special education's supports, services, and placement options have expanded. Many students who received direct instruction in the past are now being educated in the regular education classroom through the co-teaching initiative and the use of supplemental aids and services. The special education teachers are team teaching with the regular education teacher and implementing students with disabilities' IEPs within this setting.

Supplementary aids and services, adaptations and modifications are being provided in the regular education classroom.

Student's needs are being addressed through differentiated instruction and Specially Designed Instruction (SDI), and as a result, fewer students are being instructed in the special education classrooms. Special education teachers are now serving as consultants to the regular education teachers and providing them the necessary resources and training needed to support students with disabilities within the regular education classroom. The District also created the position of Special Education Coach that will take effect the 2018-19 school year to support special education teachers in the areas of inclusion, LRE, and planning within a co-teaching setting.

The MtSS initiative at the primary and elementary levels has also expanded the continuum of special education supports, services and placement options for our students with disabilities and for those students struggling who are not identified as needing special education services. Regular education teachers and staff, along with special education teachers, have received training in MtSS, specifically in the area of Reading and data dissemination. Research-based intervention materials are being used to support the students in the different tiers of MtSS. Ongoing professional development and training are provided for those key educators facilitating this instruction and implementing the MtSS process. Student's needs are being addressed in the regular education classroom with added support through the MtSS process.

The district expands the continuum of supports, services, and placements to support students in extra-curricular activities, clubs and community events. Transportation, paraprofessional support, and other related services are provided as indicated in the student's IEP. Many students with disabilities are actively involved in activities outside the classroom setting because of the level of support provided by the district. Students with disabilities are able to actively participate in band class and attend the yearly band trips because the district provides paraprofessional support.

## *Behavior Support Services*

1. Provide a summary of the District policy on behavioral support services including, but not limited to, the school wide positive behavior supports (PBS).
2. Describe training provided to staff in the use of positive behavior supports, de-escalation techniques and responses to behavior that may require immediate intervention.
3. If the district also has School-Based Behavioral Health Services, please discuss it.

The Shaler Area School District's Positive Behavior Support plan contains all of the required components as evidenced by School Board Policy 113.2. The LEA's PBS Policy/procedure includes research-based practices and ensures that restraints are only used as a last resort. The Shaler Area School District's Positive Behavior Support Plan Policy for Exceptional Students reflects the effective strategies, methods, and techniques that govern student positive behavior support. Educating exceptional students who display disruptive behaviors requires a plan of action that is governed by PA rules and regulations and based on best practices and current professional research.

The following guidelines outline procedures and protocols for the development of effective positive behavior support strategies for identified students.

### **Level I**

Good classroom management includes strategies that are preventive in nature. Management of behaviors at this level does not require a positive behavior support plan included in a student's Individual Education Plan (IEP). Proactive classroom management is an essential prerequisite to instruction and includes responding effectively when problems occur as well as preventative measures to avoid problems from occurring by creating environments that encourage learning and appropriate behavior. Strategies utilized should include effective teaching practices, clear and consistent rules and procedures that are practiced and reviewed often, positive feedback, modeled and verbal instruction of appropriate behaviors, classroom discussions and role-playing of expected behaviors, and consistent family communication. The goal of consistent classroom behavior management should be for all students to learn to manage their own behaviors and understand the expectations of positive behaviors.

### **Level II**

When dealing with students who do not respond to classroom behavior management strategies, an individualized Positive Behavior Support plan may need to be developed as part of the student's IEP to address behavioral needs. The positive behavior support plan that is developed within the IEP will include positive behavioral supports and reinforcement systems. All interventions and strategies utilized should be least restrictive and delivered in accordance with Pennsylvania regulations.

The positive behavior support plan should include methods and strategies should be constructed in order to remove barriers to the student accessing a free appropriate public education (FAPE). A

Functional Behavior Assessment (FBA) will be conducted prior to the implementation of a positive behavior support plan.

The Functional Behavior Assessment (FBA) will include:

1. The target behavior
2. The setting in which the target behavior occurs.
3. Antecedents to the target behavior.
4. Instructional and social consequences resulting from the target behavior.
5. A hypothesis for the function of the target behavior.
6. Positive replacement behaviors for the target behavior.
7. Strategies to teach replacement behaviors.

### **Level III**

The use of positive strategies and interventions for the development, change, and maintenance of identified behaviors should be tried prior to the use of more intrusive interventions including:

1. The use of verbal techniques to de-escalate inappropriate behavior;
2. The use of a non-exclusionary de-escalation location may be used to extinguish external stimuli, so the student may regain emotional composure;
3. The use of a temporary exclusionary de-escalation area may be used to extinguish external stimuli, so the student may regain emotional composure;
4. The use of restraints may be used as a non-violent physical crisis intervention to control aggressive behaviors but may only be used only when the student is acting in a manner that is a clear and present danger to him/herself, other students, or employees as follows:
  - a. The use of non-violent physical crisis interventions may only be used when less restrictive measures and techniques have proven to be less effective.
  - b. The use of non-violent physical crisis interventions to control aggressive behaviors of a student will necessitate an IEP meeting to review the current IEP and positive behavior support plan for appropriateness and effectiveness.
  - c. The use of non-violent physical crisis interventions may not be included in the IEP for the convenience of staff, as a substitute for an educational program or employed as punishment.
  - d. When a non-violent physical crisis intervention is used, the following procedure will occur:
    - i. The incident should be documented using the non-violent physical crisis intervention report;
    - ii. The parent will be notified of the incident as soon as possible by the school principal;

- iii. An IEP meeting will be convened with the parent/guardian within 10 school days;
  - iv. The IEP team will develop a plan for the student's return to the classroom.
5. The use of mechanical restraints that are used to control involuntary movement or lack of muscular control of students due to organic causes or conditions and may be utilized to prevent a student from injuring him/herself or others, to promote normal body and physical functioning. The use of mechanical restrains would be utilized when:
- a. specified by the IEP team;
  - b. determined by medical professionals who are qualified to make the recommendation;
  - c. agreed to by the student's parent/guardian.

The District's behavior support programs are grounded 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.

**Current Practices related to School-Based Behavioral Health:**

When a concern arises about a student regarding behavioral health, they are referred to our Student Assistance Team. The team gathers data from teachers, counselors, administrators, parents and the student. They then use that data to make recommendations to the family. One recommendation that may be made is a referral to the mental health liaison from Mercy Behavioral Health who works with the SAP team. After the student is screened by the liaison from Mercy, a recommendation for treatment is made. There are many different levels of services that students can qualify for. If the evaluation results in a recommendation for outpatient therapy, students can access this support during school hours from Mercy Behavioral Health. Mercy has one full-time and two part-time therapists assigned to SASD who provide school-based therapy to our students who qualify and choose to participate.

If a student is recommended for outpatient therapy, but the family does not wish to utilize the services of Mercy, the SAP team will provide the family with phone numbers for other agencies in the community. In addition, if it is determined that the student is in need of a higher level of care than outpatient therapy (Intensive Outpatient, Partial Hospitalization Program, Inpatient) the SAP team and Mercy Liaison will work with the student and their family to connect with the appropriate level of care. Once students who are referred to a higher level of care step down to outpatient therapy, the option of school-based therapy is still available and will be offered.

Often students who are involved in therapy have a difficult time in some area of school. If a release of information has been signed by the student and/or their family, the school counselor and/or social worker will be in contact with the therapist to determine if there are additional ways in which we can support the student in school. Open lines of communication between the school and the treatment team is a very important aspect of helping students who struggle with behavioral health issues be successful in school.

**Current Practices Related to De-escalation Techniques:**

In general, students are aware that there are supports available in the District for students in crisis.

Students and parents are informed as to where these crisis-related supports can be found. The information can also be found on the District's website or in the Student Handbook that is distributed at the beginning of the school year to every student in the building. Supports include School Counselor, Social Worker, Nurse, Teachers, Administrators, School Security and/or Clerical Staff.

Once a concern is brought to the attention of one of the support professionals mentioned above, the individual will be removed to a private, calmer location where confidentiality of the student can be maintained. Here, the immediate risk to the student or others will be assessed by the most appropriate, qualified professional. The level of risk which is determined dictates the appropriate plan of action. Shaler Area trains district crisis and safety team members, which include teachers, administrators, and paraprofessionals, in Nonviolent Crisis Intervention. The goal of nonviolent crisis intervention training is to teach staff how to intervene in a way that provides for the care, welfare, safety, and security of all involved in a crisis situation. In order to accomplish this goal, staff are taught to recognize the early warning signs that a person's behavior may escalate, how to intervene effectively before the person's behavior becomes dangerous, and, if a person becomes violent, how to control the violence while still providing care, welfare, safety and security for all involved.

### *Intensive Interagency/Ensuring FAPE/Hard to Place Students*

1. If the LEA is having difficulty ensuring FAPE for an individual student or a particular disability category, describe the procedures and analysis methods used to determine gaps in the continuum of special education supports, services and education placement options available for students with disabilities.
2. Include information detailing successful programs, services, education placements as well as identified gaps in current programs, services, and education placements not available within the LEA. Include an overview of services provided through interagency collaboration within the LEA.
3. Discuss any expansion of the continuum of services planned during the life of this plan.

All staff at the Shaler Area School District work cooperatively to ensure that the district provides FAPE to all students. Continuum of services and placement decisions are made via the IEP team and in accordance with providing all students with a Free and Appropriate Public Education (FAPE). If an issue were to arise where placement decisions proved to be challenging, the district would work collaboratively with parents and explore placement options that may exceed those currently available. Parents are considered to be an integral member of the IEP Team and are always invited and encouraged to participate in IEP meetings and placement decisions. If they are not available to attend in person, the district will offer other methods to ensure parent participation.

The District employs four licensed social workers who are available to provide support to students. The district is licensed as an outpatient service site for students and works with Mercy Behavioral Health to provide school-based outpatient therapy to students in need of mental health services referred through SAP/ESAP process or school counselors in each building.

The district works with Juvenile Probation, Children and Youth Services, KidsVoice, Achieva, Allegheny Intermediate Unit, Office of Vocational Rehabilitation, partial hospitalization programs, and wraparound providers, and local shelters to address the intensive needs of students. The district

also has a partnership with the Allegheny County Office of Behavior Health, Bureau of Children and Adolescent Mental Health Services in order to be a resource for home services in conjunction with school-based services.

### *Strengths and Highlights*

Describe the strengths and highlights of your current special education services and programs. Include in this section directions on how the district provides trainings for staff, faculty and parents.

The Shaler Area School District's Student Services Staff consists of 42 highly qualified special education teachers, five (5) speech and language pathologists, one (1) transition coordinator, four (4) licensed social workers, three (3) school psychologists, twelve (12) school counselors, five (5) school nurses, two (2) ELL teachers, and seven (7) GATE teachers. Additionally, we have department chairs at each building level including primary, elementary, middle school, high school, and speech. The District will also implement during the 2018-19 school year, a school counselor dedicated to college and career readiness and a special education coach to assist with the district's inclusion initiative and implementation.

The district contracts with the Allegheny Intermediate Unit to provide on-site travel-related Instruction to students and partners with the Office of Vocational Rehabilitation This allows for cohesive teamwork and ready access to support staff by parents and team members.

The Shaler Area School is utilizing the MtSS model of building strong supports and interventions to general education students who are struggling either academically or behaviorally. This is a three-tier system that is used to support students in the classroom or through pull-out services via strategic or intense support. In strategic and intense tiers, MtSS staff work with individual or small groups of students a specified amount of time per week.

Each building has a core team that represents administrators, general education teachers, academic coach, social worker, school counselor, and school psychologist. In addition to the core teams, each building has a building level data team that meets to review student data and determine individual programming (tiers) for students based on the outcome of the data.

At the elementary level, benchmark assessments are administered in the fall, winter, and spring to all students in grades K-6 in reading and math. DIBELS and STAR are research-based data analysis and progress monitoring systems that allow for the collection of data and appropriate monitoring of student progress in relation to the MtSS process. The middle school uses a variety of assessments to determine placement of students in the appropriate tiers. Every month student performance in the various tiers are discussed during the data team meetings and, if appropriate, the tiers are changed based on the data and recommendation of team members.

Shaler Area's Early Childhood Committee takes a proactive approach in identifying those children who may require additional support as early as Pre-Kindergarten. Each year, effective screenings take place for all incoming Kindergartners to identify areas of need for the children. Supports are

then put into place in order to make the transition to Kindergarten successful. Pre-K students who are enrolled with the district and previously attended Discovery, Assessment, Referral, and Tracking (DART), which is a free early intervention program for children ages 3-5 in Allegheny County, are invited to attend the district's Extended School Year (ESY) program should their early screening indicate the need for extra instruction over the summer to better prepare them for the start of the school year.

Shaler Area is increasing the inclusive setting initiative K-12. Currently, the high school has a variety of course offerings that allow most of the students with disabilities to participate fully in regular education classes. Most students utilize the special education classrooms for support during study halls or to take tests. Many classes are designed to model a co-teaching experience, in which the general and special education teachers work as a team to deliver instruction within the general education classroom.

The co-teaching model is also implemented at the middle school, elementary, and primary levels. Ongoing professional development is offered to both regular and special education staff in order to provide a smooth transition from a pull-out model of delivery to a push-in model. This continues to be one of the district's biggest and ongoing initiatives in Special Education.

All of the district's special education teachers go through intense training and professional development throughout each school year. The Director of Student Services holds monthly Special Education Department Chair meetings in which programming, compliance, inclusion, and LRE are reviewed. Professional Development days are identified for further training in special education based on need. Some of the topics for training in the past few years have been:

- Indicator 13
- Writing Effective IEPs
- Conducting FBAs
- Writing BSPs
- Autism
- Co-Teaching
- Least Restrictive Environment
- Compliance Timelines
- Components of the IEP
- Conducting Affective IEP Meetings
- Modifications and Accommodations
- IEPWriter

The Shaler Area School District now contracts for three behavior specialists to assist in the Elementary School, Middle School, High School to support students with complex behavioral concerns as well as supporting the student who interact daily with those students. They assist with completing FBAs, data collection, collaborating with behavior plans, attending IEP meetings, conducting group and individual therapy sessions, and daily check-ins for students.

The District has created sensory rooms in all buildings K-12 with a multitude of sensory items and equipment that help to support our students who have prescribed sensory diets and/or need scheduled sensory breaks throughout their day.

The District utilizes funds available through the School-Based ACCESS Program to support training, technology, and intervention materials. The district relies heavily on these funds to continue to enhance the special education program K-12.

The Special Education Department's transition program for students age 14 and older provides a variety of experiences. Students are able to receive a transition program that prepares them for life after high school. The district provides college prep experiences, school to work experiences, community-based instruction experiences and job shadowing experiences on an individual basis as determined by the IEP team. This year, the District created the position of Transition Coordinate to assist students and teacher with transition opportunities and to strengthen transition goals in each student's IEP who are age 14 or older.

Shaler Area has a District Parent Committee that meets every month throughout the school year to discuss programmatic issues and concerns in order to better develop communication between the district and the community. This committee allows parents the opportunity to learn about special education and what specifically the district is providing for their children each year. It also gives them a chance to give input to programs and offer suggestions on how to continuously work to improve the special education program.

The Special Education Department K-12 utilizes an online, web-based IEP writing system called IEPWriter that was implemented in the 2017-18 school year. This system allows teachers to be able to complete paperwork in one web-based location in a more efficient manner of time than previously needed. This system allows teachers to focus more on instruction in the classroom and achieving students' IEP goals.

The district's special education website is available for all district and community members. The website is a communication tool that acts as an interactive resource for all stakeholders. The website is updated and maintained on a consistent basis and provides information such as workshops and training for parents and educators, activities for students, program highlights, contacts for special education staff, disability information, child find and more.

# Assurances

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## Special Education Assurances

The Local Education Agency (District) has verified the following Assurances:

- Implementation of a full range of services, programs and alternative placements available to the school district for placement and implementation of the special education programs in the school district.
- Implementation of a child find system to locate, identify and evaluate young children and children who are thought to be a child with a disability eligible for special education residing within the school district's jurisdiction. Child find data is collected, maintained and used in decision-making. Child find process and procedures are evaluated for its effectiveness. The District implements mechanisms to disseminate child find information to the public, organizations, agencies and individuals on at least an annual basis.
- Assurances of students with disabilities are included in general education programs and extracurricular and non-academic programs and activities to the maximum extent appropriate in accordance with an Individualized Education Program.
- Compliance with the PA Department of Education, Bureau of Special Education's report revision notice process.
- Following the state and federal guidelines for participation of students with disabilities in state and district-wide assessments including the determination of participation, the need for accommodations, and the methods of assessing students for whom regular assessment is not appropriate.
- Assurance of funds received through participation in the medical assistance reimbursement program, ACCESS, will be used to enhance or expand the current level of services and programs provided to students with disabilities in this local education agency.

## 24 P.S. §1306 and §1306.2 Facilities

*There are no facilities.*

## Least Restrictive Environment Facilities

Facility Name	Type of Facility	Type of Service	Number of Students Placed
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Day School at The Children's Institute	Approved Private Schools	Autistic Support and Multiple Disabilities Support	8
Community College of Allegheny County	Other	Adult Transition Education	4
Friendship Academy	Approved Private Schools	Emotional Support	11
Mon Valley School	Special Education Centers	Vocational Education	2
PACE	Approved Private Schools	Autistic Support and Emotional Support	6
Pathfinder School	Special Education Centers	Life Skills Support and Autistic Support	1
Presley Ridge Day School	Approved Private Schools	Emotional support	1
Western Pa. School for Blind Children	Approved Private Schools	Blind and Vision Support	2
St. Stevens at Glade Run	Other	Autistic Support and Emotional Support	3
The Education Center at The Watson Institute	Approved Private Schools	Autistic Support	9
Western Pa. School for Deaf	Approved Private Schools	Deaf / Hearing Impaired	1
Longmore Academy	Approved Private Schools	Emotional Support	1
City Connections	Neighboring School Districts	Transition Program	1

## Special Education Program Profile

### Program Position #1

*Operator:* School District

#### PROGRAM DETAILS

*Type:*

*Implementation Date:*

#### PROGRAM SEGMENTS

Type of Support	Level of Support	Age Range	Caseload	FTE
Itinerant	Learning Support	6 to 8	5	0.45
Locations:				
Marzolf	An Elementary School Building	A building in which General Education programs are operated		

Type of Support	Level of Support	Age Range	Caseload	FTE
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Supplemental (Less Than 80% but More Than 20%)	Learning Support	6 to 8	6	0.55
Locations:				
Marzolf	An Elementary School Building	A building in which General Education programs are operated		

**Program Position #2***Operator:* School District**PROGRAM DETAILS***Type:**Implementation Date:***PROGRAM SEGMENTS**

Type of Support	Level of Support	Age Range	Caseload	FTE
Itinerant	Learning Support	9 to 9	3	0.43
Locations:				
Marzolf	An Elementary School Building	A building in which General Education programs are operated		

Type of Support	Level of Support	Age Range	Caseload	FTE
Supplemental (Less Than 80% but More Than 20%)	Learning Support	8 to 10	4	0.57
Locations:				
Marzolf	An Elementary School Building	A building in which General Education programs are operated		

**Program Position #3***Operator:* School District**PROGRAM DETAILS***Type:**Implementation Date:***PROGRAM SEGMENTS**

Type of Support	Level of Support	Age Range	Caseload	FTE
Itinerant	Learning Support	9 to 9	3	0.37
Locations:				
Marzolf	An Elementary School Building	A building in which General Education programs are operated		

Type of Support	Level of Support	Age Range	Caseload	FTE
Supplemental (Less Than 80% but More Than 20%)	Learning Support	7 to 9	5	0.63
Locations:				
Marzolf	An Elementary School Building	A building in which General Education programs are operated		

**Program Position #4***Operator:* School District**PROGRAM DETAILS***Type:*

Implementation Date:

**PROGRAM SEGMENTS**

Type of Support	Level of Support	Age Range	Caseload	FTE
Itinerant	Learning Support	6 to 6	1	0.11
Locations:				
Marzolf	An Elementary School Building	A building in which General Education programs are operated		

Type of Support	Level of Support	Age Range	Caseload	FTE
Supplemental (Less Than 80% but More Than 20%)	Learning Support	6 to 8	8	0.89
Locations:				
Marzolf	An Elementary School Building	A building in which General Education programs are operated		

**Program Position #5**

Operator: School District

**PROGRAM DETAILS**

Type: ClassandPosition

Implementation Date: June 14, 2017

Reason for the proposed change: Age range is not relevant as students are not seen by the special education teacher in the same setting at the same time.

**PROGRAM SEGMENTS**

Type of Support	Level of Support	Age Range	Caseload	FTE
Itinerant	Learning Support	5 to 9	12	1
Justification: Students are not instructed by the special education together in one setting at the same time, so the age range is not a factor.				
Locations:				
Burchfield	An Elementary School Building	A building in which General Education programs are operated		

**Program Position #6**

Operator: School District

**PROGRAM DETAILS**

Type: ClassandPosition

Implementation Date: December 2, 2015

Reason for the proposed change: Student Placements

**PROGRAM SEGMENTS**

Type of Support	Level of Support	Age Range	Caseload	FTE
Supplemental (Less Than 80% but More Than 20%)	Learning Support	5 to 9	4	0.4
Justification: Students are in class together but work individually or in groups based on their developmental levels.				
Locations:				
Burchfield	An Elementary School Building	A building in which General Education programs are operated		

Type of Support	Level of Support	Age Range	Caseload	FTE
Itinerant	Learning Support	7 to 9	2	0.2
Locations:				
Burchfield	An Elementary School Building	A special education Center in which no general education programs are operated		

Type of Support	Level of Support	Age Range	Caseload	FTE
Supplemental (Less Than 80% but More Than 20%)	Autistic Support	6 to 9	4	0.4
Locations:				
Burchfield	An Elementary School Building	A special education Center in which no general education programs are operated		

**Program Position #7***Operator:* School District**PROGRAM DETAILS***Type:**Implementation Date:***PROGRAM SEGMENTS**

Type of Support	Level of Support	Age Range	Caseload	FTE
Itinerant	Learning Support	9 to 10	5	1
Locations:				
Burchfield	An Elementary School Building	A building in which General Education programs are operated		

**Program Position #8***Operator:* School District**PROGRAM DETAILS***Type:* ClassandPosition*Implementation Date:* June 14, 2017*Reason for the proposed change:* Students are not instructed by the special education together in one setting at the same time, so the age range is not a factor.**PROGRAM SEGMENTS**

Type of Support	Level of Support	Age Range	Caseload	FTE
Itinerant	Learning Support	6 to 9	5	0.5
Locations:				
Jeffery	An Elementary School Building	A building in which General Education programs are operated		

Type of Support	Level of Support	Age Range	Caseload	FTE
Supplemental (Less Than 80% but More Than 20%)	Learning Support	5 to 9	5	0.5
Justification: One Kindergarten student puts the teachers caseload greater than three years. Teacher is the only Learning Support teacher in the Jeffery School. Students are not instructed by the special education together in one setting at the same time, so the age range is not a factor.				
Locations:				

Jeffery	An Elementary School Building	A building in which General Education programs are operated		
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**Program Position #9***Operator:* School District**PROGRAM DETAILS***Type:* ClassandPosition*Implementation Date:* May 1, 2018*Reason for the proposed change:* Low population of special education students**PROGRAM SEGMENTS**

Type of Support	Level of Support	Age Range	Caseload	FTE
Itinerant	Learning Support	6 to 9	5	0.5
Locations:				
Reserve	An Elementary School Building	A building in which General Education programs are operated		

**Program Position #10***Operator:* School District**PROGRAM DETAILS***Type:**Implementation Date:***PROGRAM SEGMENTS**

Type of Support	Level of Support	Age Range	Caseload	FTE
Itinerant	Learning Support	9 to 10	8	0.67
Locations:				
Shaler Area Elementary	An Elementary School Building	A building in which General Education programs are operated		

Type of Support	Level of Support	Age Range	Caseload	FTE
Supplemental (Less Than 80% but More Than 20%)	Learning Support	9 to 12	4	0.33
Locations:				
Shaler Area Elementary	An Elementary School Building	A building in which General Education programs are operated		

**Program Position #11***Operator:* School District**PROGRAM DETAILS***Type:**Implementation Date:***PROGRAM SEGMENTS**

Type of Support	Level of Support	Age Range	Caseload	FTE
Supplemental (Less Than 80% but More Than 20%)	Learning Support	10 to 12	10	0.9
Locations:				
Shaler Area Elementary	An Elementary School Building	A building in which General Education programs are operated		

Type of Support	Level of Support	Age Range	Caseload	FTE
Itinerant	Learning Support	10 to 10	1	0.1
Locations:				
Shaler Area Elementary	An Elementary School Building	A building in which General Education programs are operated		

**Program Position #12***Operator:* School District**PROGRAM DETAILS***Type:* Class*Implementation Date:* May 1, 2018*Reason for the proposed change:* Inclusion**PROGRAM SEGMENTS**

Type of Support	Level of Support	Age Range	Caseload	FTE
Itinerant	Learning Support	12 to 12	12	1
Locations:				
Shaler Area Elementary	An Elementary School Building	A building in which General Education programs are operated		

**Program Position #13***Operator:* School District**PROGRAM DETAILS***Type:**Implementation Date:***PROGRAM SEGMENTS**

Type of Support	Level of Support	Age Range	Caseload	FTE
Itinerant	Learning Support	11 to 12	9	0.75
Locations:				
Shaler Area Elementary	An Elementary School Building	A building in which General Education programs are operated		

Type of Support	Level of Support	Age Range	Caseload	FTE
Supplemental (Less Than 80% but More Than 20%)	Learning Support	11 to 12	3	0.25
Locations:				
Shaler Area Elementary	An Elementary School Building	A building in which General Education programs are operated		

**Program Position #14***Operator:* School District**PROGRAM DETAILS***Type:* Class*Implementation Date:* May 1, 2018*Reason for the proposed change:* Inclusion**PROGRAM SEGMENTS**

Type of Support	Level of Support	Age Range	Caseload	FTE
Itinerant	Learning Support	9 to 10	12	1

Locations:				
Shaler Area Elementary	An Elementary School Building	A building in which General Education programs are operated		

**Program Position #15***Operator: School District***PROGRAM DETAILS***Type: Class**Implementation Date: May 1, 2018**Reason for the proposed change: Inclusion***PROGRAM SEGMENTS**

Type of Support	Level of Support	Age Range	Caseload	FTE
Itinerant	Learning Support	11 to 12	11	1
Locations:				
Shaler Area Elementary	An Elementary School Building	A building in which General Education programs are operated		

**Program Position #16***Operator: School District***PROGRAM DETAILS***Type: Class**Implementation Date: May 1, 2018**Reason for the proposed change: Inclusion***PROGRAM SEGMENTS**

Type of Support	Level of Support	Age Range	Caseload	FTE
Itinerant	Learning Support	11 to 12	12	1
Locations:				
Shaler Area Elementary	An Elementary School Building	A building in which General Education programs are operated		

**Program Position #17***Operator: School District***PROGRAM DETAILS***Type:**Implementation Date:***PROGRAM SEGMENTS**

Type of Support	Level of Support	Age Range	Caseload	FTE
Itinerant	Learning Support	9 to 10	16	0.94
Locations:				
Shaler Area Elementary	An Elementary School Building	A building in which General Education programs are operated		

Type of Support	Level of Support	Age Range	Caseload	FTE
Itinerant	Emotional Support	9 to 9	1	0.06
Locations:				
Shaler Area Elementary	An Elementary School Building	A building in which General Education programs are operated		

**Program Position #18***Operator: School District***PROGRAM DETAILS***Type: Class**Implementation Date: May 1, 2018**Reason for the proposed change: Inclusion***PROGRAM SEGMENTS**

Type of Support	Level of Support	Age Range	Caseload	FTE
Itinerant	Learning Support	10 to 10	10	1
Locations:				
Shaler Area Elementary	An Elementary School Building	A building in which General Education programs are operated		

**Program Position #19***Operator: School District***PROGRAM DETAILS***Type: Class**Implementation Date: May 1, 2018**Reason for the proposed change: Inclusion***PROGRAM SEGMENTS**

Type of Support	Level of Support	Age Range	Caseload	FTE
Itinerant	Learning Support	10 to 11	11	1
Locations:				
Shaler Area Elementary	An Elementary School Building	A building in which General Education programs are operated		

**Program Position #20***Operator: School District***PROGRAM DETAILS***Type: Class**Implementation Date: May 1, 2018**Reason for the proposed change: Inclusion***PROGRAM SEGMENTS**

Type of Support	Level of Support	Age Range	Caseload	FTE
Itinerant	Learning Support	9 to 10	12	1
Locations:				
Shaler Area Elementary	An Elementary School Building	A building in which General Education programs are operated		

**Program Position #21***Operator: School District***PROGRAM DETAILS***Type: Class**Implementation Date: May 1, 2018**Reason for the proposed change: Inclusion***PROGRAM SEGMENTS**

Type of Support	Level of Support	Age Range	Caseload	FTE
Itinerant	Learning Support	9 to 11	10	1

Locations:				
Shaler Area Elementary	An Elementary School Building	A building in which General Education programs are operated		

**Program Position #22***Operator:* School District**PROGRAM DETAILS***Type:* ClassandPosition*Implementation Date:* December 2, 2015*Reason for the proposed change:* Student Placements**PROGRAM SEGMENTS**

Type of Support	Level of Support	Age Range	Caseload	FTE
Supplemental (Less Than 80% but More Than 20%)	Life Skills Support	10 to 12	4	0.45
Locations:				
Shaler Area Elementary	An Elementary School Building	A building in which General Education programs are operated		

Type of Support	Level of Support	Age Range	Caseload	FTE
Supplemental (Less Than 80% but More Than 20%)	Autistic Support	12 to 12	1	0.11
Locations:				
Shaler Area Elementary	An Elementary School Building	A building in which General Education programs are operated		

Type of Support	Level of Support	Age Range	Caseload	FTE
Supplemental (Less Than 80% but More Than 20%)	Learning Support	10 to 12	4	0.44
Locations:				
Shaler Are Elementary	An Elementary School Building	A building in which General Education programs are operated		

**Program Position #23***Operator:* School District**PROGRAM DETAILS***Type:**Implementation Date:***PROGRAM SEGMENTS**

Type of Support	Level of Support	Age Range	Caseload	FTE
Itinerant	Learning Support	13 to 14	6	0.75
Locations:				
Shaler Area Middle School	A Middle School Building	A building in which General Education programs are operated		

Type of Support	Level of Support	Age Range	Caseload	FTE
Supplemental (Less Than 80% but More Than 20%)	Learning Support	14 to 14	2	0.25
Locations:				

Shaler Area Middle School	A Middle School Building	A building in which General Education programs are operated		
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**Program Position #24***Operator: School District***PROGRAM DETAILS***Type: Class**Implementation Date: May 1, 2018**Reason for the proposed change: Inclusion***PROGRAM SEGMENTS**

Type of Support	Level of Support	Age Range	Caseload	FTE
Itinerant	Learning Support	13 to 15	11	1
Locations:				
Shaler Area Middle School	A Middle School Building	A building in which General Education programs are operated		

**Program Position #24***Operator: School District***PROGRAM DETAILS***Type: Class**Implementation Date: May 1, 2018**Reason for the proposed change: Inclusion***PROGRAM SEGMENTS**

Type of Support	Level of Support	Age Range	Caseload	FTE
Itinerant	Learning Support	13 to 15	11	1
Locations:				
Shaler Area Middle School	A Middle School Building	A building in which General Education programs are operated		

**Program Position #25***Operator: School District***PROGRAM DETAILS***Type: Class**Implementation Date: May 1, 2018**Reason for the proposed change: Inclusion***PROGRAM SEGMENTS**

Type of Support	Level of Support	Age Range	Caseload	FTE
Itinerant	Life Skills Support	12 to 14	11	1
Locations:				
Shaler Area Middle School	A Middle School Building	A building in which General Education programs are operated		

**Program Position #27***Operator: School District***PROGRAM DETAILS***Type: Class**Implementation Date: May 1, 2018**Reason for the proposed change: Inclusion*

**PROGRAM SEGMENTS**

Type of Support	Level of Support	Age Range	Caseload	FTE
Itinerant	Learning Support	12 to 13	11	1
Locations:				
Shaler Area Middle School	A Middle School Building	A building in which General Education programs are operated		

**Program Position #28***Operator:* School District**PROGRAM DETAILS***Type:* Class*Implementation Date:* May 1, 2018*Reason for the proposed change:* Inclusion**PROGRAM SEGMENTS**

Type of Support	Level of Support	Age Range	Caseload	FTE
Itinerant	Emotional Support	12 to 14	11	1
Locations:				
Shaler Area Middle School	A Middle School Building	A building in which General Education programs are operated		

**Program Position #29***Operator:* School District**PROGRAM DETAILS***Type:**Implementation Date:***PROGRAM SEGMENTS**

Type of Support	Level of Support	Age Range	Caseload	FTE
Supplemental (Less Than 80% but More Than 20%)	Learning Support	13 to 13	1	0.1
Locations:				
Shaler Area Middle School	A Middle School Building	A building in which General Education programs are operated		

Type of Support	Level of Support	Age Range	Caseload	FTE
Itinerant	Learning Support	12 to 13	9	0.9
Locations:				
Shaler Area Middle School	A Middle School Building	A building in which General Education programs are operated		

**Program Position #30***Operator:* School District**PROGRAM DETAILS***Type:**Implementation Date:***PROGRAM SEGMENTS**

Type of Support	Level of Support	Age Range	Caseload	FTE
Supplemental (Less Than 80% but More Than 20%)	Deaf and Hearing Impaired Support	12 to 12	1	0.1

Locations:				
Shaler Area Middle School	A Middle School Building	A building in which General Education programs are operated		

**Program Position #31***Operator:* School District**PROGRAM DETAILS***Type:* Class*Implementation Date:* May 1, 2018*Reason for the proposed change:* Inclusion**PROGRAM SEGMENTS**

Type of Support	Level of Support	Age Range	Caseload	FTE
Itinerant	Learning Support	12 to 14	11	1
Locations:				
Shaler Area Middle School	A Middle School Building	A building in which General Education programs are operated		

**Program Position #32***Operator:* School District**PROGRAM DETAILS***Type:**Implementation Date:***PROGRAM SEGMENTS**

Type of Support	Level of Support	Age Range	Caseload	FTE
Supplemental (Less Than 80% but More Than 20%)	Learning Support	13 to 14	1	0.1
Locations:				
Shaler Area Middle School	A Middle School Building	A building in which General Education programs are operated		

Type of Support	Level of Support	Age Range	Caseload	FTE
Itinerant	Learning Support	12 to 13	9	0.9
Locations:				
Shaler Area Middle School	A Middle School Building	A building in which General Education programs are operated		

**Program Position #33***Operator:* School District**PROGRAM DETAILS***Type:* Class*Implementation Date:* May 1, 2018*Reason for the proposed change:* Inclusion**PROGRAM SEGMENTS**

Type of Support	Level of Support	Age Range	Caseload	FTE
Itinerant	Learning Support	12 to 13	10	1
Locations:				
Shaler Area Middle School	A Middle School Building	A building in which General Education programs are operated		

**Program Position #34***Operator:* School District**PROGRAM DETAILS***Type:**Implementation Date:***PROGRAM SEGMENTS**

Type of Support	Level of Support	Age Range	Caseload	FTE
Supplemental (Less Than 80% but More Than 20%)	Learning Support	13 to 14	3	0.6
Locations:				
Shaler Area Middle School	A Middle School Building	A building in which General Education programs are operated		

Type of Support	Level of Support	Age Range	Caseload	FTE
Supplemental (Less Than 80% but More Than 20%)	Emotional Support	12 to 12	2	0.4
Locations:				
Shaler Area Middle School	A Middle School Building	A building in which General Education programs are operated		

**Program Position #35***Operator:* School District**PROGRAM DETAILS***Type:**Implementation Date:***PROGRAM SEGMENTS**

Type of Support	Level of Support	Age Range	Caseload	FTE
Itinerant	Learning Support	14 to 16	10	0.91
Locations:				
Shaler Area High School	A Senior High School Building	A building in which General Education programs are operated		

Type of Support	Level of Support	Age Range	Caseload	FTE
Supplemental (Less Than 80% but More Than 20%)	Learning Support	14 to 16	1	0.09
Locations:				
Shaler Area High School	A Senior High School Building	A building in which General Education programs are operated		

**Program Position #36***Operator:* School District**PROGRAM DETAILS***Type:**Implementation Date:***PROGRAM SEGMENTS**

Type of Support	Level of Support	Age Range	Caseload	FTE
Supplemental (Less Than 80%)	Learning Support	16 to 16	1	0.06

but More Than 20%)				
Locations:				
Shaler Area High School	A Senior High School Building	A building in which General Education programs are operated		

Type of Support	Level of Support	Age Range	Caseload	FTE
Itinerant	Learning Support	15 to 17	15	0.94
Locations:				
Shaler Area High school	A Senior High School Building	A building in which General Education programs are operated		

**Program Position #37***Operator:* School District**PROGRAM DETAILS***Type:* Class*Implementation Date:* May 1, 2018*Reason for the proposed change:* Class no longer needed**PROGRAM SEGMENTS**

Type of Support	Level of Support	Age Range	Caseload	FTE
Supplemental (Less Than 80% but More Than 20%)	Learning Support	15 to 17	1	0.07
Locations:				
Shaler Area High School	A Senior High School Building	A building in which General Education programs are operated		

Type of Support	Level of Support	Age Range	Caseload	FTE
Itinerant	Learning Support	14 to 15	14	0.93
Locations:				
Shaler Area High School	A Senior High School Building	A building in which General Education programs are operated		

**Program Position #38***Operator:* School District**PROGRAM DETAILS***Type:**Implementation Date:***PROGRAM SEGMENTS**

Type of Support	Level of Support	Age Range	Caseload	FTE
Itinerant	Learning Support	16 to 18	14	0.82
Locations:				
Shaler Area High School	A Senior High School Building	A building in which General Education programs are operated		

Type of Support	Level of Support	Age Range	Caseload	FTE
Itinerant	Learning Support	16 to 18	3	0.18
Locations:				
Shaler Area High School	A Senior High School Building	A building in which General Education programs are operated		

**Program Position #39***Operator:* School District**PROGRAM DETAILS***Type:**Implementation Date:***PROGRAM SEGMENTS**

Type of Support	Level of Support	Age Range	Caseload	FTE
Supplemental (Less Than 80% but More Than 20%)	Emotional Support	14 to 18	4	0.33
Locations:				
Shaler Area High School	A Senior High School Building	A building in which General Education programs are operated		

Type of Support	Level of Support	Age Range	Caseload	FTE
Itinerant	Emotional Support	16 to 19	6	0.5
Locations:				
Shaler Area High School	A Senior High School Building	A building in which General Education programs are operated		

Type of Support	Level of Support	Age Range	Caseload	FTE
Supplemental (Less Than 80% but More Than 20%)	Learning Support	15 to 17	2	0.17
Locations:				
Shaler Area High School	A Senior High School Building	A building in which General Education programs are operated		

**Program Position #40***Operator:* School District**PROGRAM DETAILS***Type:**Implementation Date:***PROGRAM SEGMENTS**

Type of Support	Level of Support	Age Range	Caseload	FTE
Itinerant	Learning Support	14 to 15	12	0.86
Locations:				
Shaler Area High School	A Senior High School Building	A building in which General Education programs are operated		

Type of Support	Level of Support	Age Range	Caseload	FTE
Supplemental (Less Than 80% but More Than 20%)	Learning Support	15 to 17	2	0.14
Locations:				
Shaler Area High School	A Senior High School Building	A building in which General Education programs are operated		

**Program Position #41***Operator:* School District**PROGRAM DETAILS***Type:*

Implementation Date:

**PROGRAM SEGMENTS**

Type of Support	Level of Support	Age Range	Caseload	FTE
Itinerant	Learning Support	14 to 18	13	0.67
Locations:				
Shaler Area High School	A Senior High School Building	A building in which General Education programs are operated		

Type of Support	Level of Support	Age Range	Caseload	FTE
Supplemental (Less Than 80% but More Than 20%)	Learning Support	15 to 17	2	0.33
Locations:				
Shaler Area High School	A Senior High School Building	A building in which General Education programs are operated		

**Program Position #43**

Operator: School District

**PROGRAM DETAILS**

Type:

Implementation Date:

**PROGRAM SEGMENTS**

Type of Support	Level of Support	Age Range	Caseload	FTE
Itinerant	Learning Support	15 to 18	21	1
Locations:				
Shaler Area High School	A Senior High School Building	A building in which General Education programs are operated		

**Program Position #44**

Operator: School District

**PROGRAM DETAILS**

Type:

Implementation Date:

**PROGRAM SEGMENTS**

Type of Support	Level of Support	Age Range	Caseload	FTE
Supplemental (Less Than 80% but More Than 20%)	Emotional Support	15 to 18	5	0.33
Locations:				
Shaler Area High School	A Senior High School Building	A building in which General Education programs are operated		

Type of Support	Level of Support	Age Range	Caseload	FTE
Itinerant	Emotional Support	14 to 17	5	0.33
Locations:				
Shaler Area High School	A Senior High School Building	A building in which General Education programs are operated		

Type of Support	Level of Support	Age Range	Caseload	FTE
Itinerant	Learning Support	15 to 15	5	0.34

Locations:				
Shaler Area High School	A Senior High School Building	A building in which General Education programs are operated		

**Program Position #45***Operator:* School District**PROGRAM DETAILS***Type:**Implementation Date:***PROGRAM SEGMENTS**

Type of Support	Level of Support	Age Range	Caseload	FTE
Itinerant	Learning Support	16 to 18	18	0.9
Locations:				
Shaler Area High School	A Senior High School Building	A building in which General Education programs are operated		

Type of Support	Level of Support	Age Range	Caseload	FTE
Supplemental (Less Than 80% but More Than 20%)	Learning Support	16 to 18	2	0.1
Locations:				
Shaler Area High School	A Senior High School Building	A building in which General Education programs are operated		

**Program Position #46***Operator:* School District**PROGRAM DETAILS***Type:* ClassandPosition*Implementation Date:* December 2, 2015*Reason for the proposed change:* Student placements**PROGRAM SEGMENTS**

Type of Support	Level of Support	Age Range	Caseload	FTE
Itinerant	Learning Support	16 to 18	7	0.47
Locations:				
Shaler Area High School	A Senior High School Building	A building in which General Education programs are operated		

Type of Support	Level of Support	Age Range	Caseload	FTE
Supplemental (Less Than 80% but More Than 20%)	Learning Support	14 to 16	5	0.33
Locations:				
Shaler Area High School	A Senior High School Building	A building in which General Education programs are operated		

Type of Support	Level of Support	Age Range	Caseload	FTE
Supplemental (Less Than 80% but More Than 20%)	Life Skills Support	15 to 16	3	0.2
Locations:				
Shaler Area High school	A Senior High School Building	A building in which General Education programs are operated		

**Program Position #47***Operator:* School District**PROGRAM DETAILS***Type:**Implementation Date:***PROGRAM SEGMENTS**

Type of Support	Level of Support	Age Range	Caseload	FTE
Supplemental (Less Than 80% but More Than 20%)	Life Skills Support	14 to 18	11	1
Locations:				
Shaler Area High School	A Senior High School Building	A building in which General Education programs are operated		

**Program Position #48***Operator:* School District**PROGRAM DETAILS***Type:**Implementation Date:***PROGRAM SEGMENTS**

Type of Support	Level of Support	Age Range	Caseload	FTE
Supplemental (Less Than 80% but More Than 20%)	Emotional Support	14 to 18	9	0.64
Locations:				
Shaler Area High School	A Senior High School Building	A building in which General Education programs are operated		

Type of Support	Level of Support	Age Range	Caseload	FTE
Itinerant	Emotional Support	15 to 17	5	0.36
Locations:				
Shaler Area High School	A Senior High School Building	A building in which General Education programs are operated		

**Program Position #49***Operator:* School District**PROGRAM DETAILS***Type:**Implementation Date:***PROGRAM SEGMENTS**

Type of Support	Level of Support	Age Range	Caseload	FTE
Itinerant	Learning Support	16 to 19	14	0.93
Locations:				
Shaler Area High School	A Senior High School Building	A building in which General Education programs are operated		

Type of Support	Level of Support	Age Range	Caseload	FTE
Itinerant	Learning Support	18 to 18	1	0.07
Locations:				

Shaler Area High School	A Senior High School Building	A building in which General Education programs are operated		
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**Program Position #50***Operator:* School District**PROGRAM DETAILS***Type:* Class*Implementation Date:* May 1, 2018*Reason for the proposed change:* Inclusion**PROGRAM SEGMENTS**

Type of Support	Level of Support	Age Range	Caseload	FTE
Itinerant	Learning Support	9 to 11	13	1
Locations:				
Shaler Area Elementary School	An Elementary School Building	A building in which General Education programs are operated		

**Program Position #51***Operator:* Intermediate Unit**PROGRAM DETAILS***Type:**Implementation Date:***PROGRAM SEGMENTS**

Type of Support	Level of Support	Age Range	Caseload	FTE
Itinerant	Deaf and Hearing Impaired Support	7 to 8	2	0.14
Locations:				
Burchfield	An Elementary School Building	A building in which General Education programs are operated		

Type of Support	Level of Support	Age Range	Caseload	FTE
Itinerant	Deaf and Hearing Impaired Support	7 to 7	1	0.05
Locations:				
Marzolf	An Elementary School Building	A building in which General Education programs are operated		

Type of Support	Level of Support	Age Range	Caseload	FTE
Itinerant	Deaf and Hearing Impaired Support	17 to 17	1	0.01
Locations:				
Shaler Area High School	A Senior High School Building	A building in which General Education programs are operated		

Type of Support	Level of Support	Age Range	Caseload	FTE
Itinerant	Deaf and Hearing Impaired Support	12 to 12	2	0.02
Justification: AIU Teacher has 2 students from the Elementary school on her roster.				
Locations:				

Shaler Area Elementary School	An Elementary School Building	A building in which General Education programs are operated		
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**Program Position #52***Operator:* Intermediate Unit**PROGRAM DETAILS***Type:**Implementation Date:***PROGRAM SEGMENTS**

Type of Support	Level of Support	Age Range	Caseload	FTE
Itinerant	Blind or Visually Impaired Support	8 to 8	1	0.1
Locations:				
Marzolf	An Elementary School Building	A building in which General Education programs are operated		

Type of Support	Level of Support	Age Range	Caseload	FTE
Itinerant	Blind or Visually Impaired Support	10 to 10	1	0.06
Locations:				
Shaler Area Elementary School	An Elementary School Building	A building in which General Education programs are operated		

Type of Support	Level of Support	Age Range	Caseload	FTE
Itinerant	Blind or Visually Impaired Support	17 to 18	2	0.06
Locations:				
Shaler Area High School	A Senior High School Building	A building in which General Education programs are operated		

**Program Position #53***Operator:* School District**PROGRAM DETAILS***Type:**Implementation Date:***PROGRAM SEGMENTS**

Type of Support	Level of Support	Age Range	Caseload	FTE
Itinerant	Speech and Language Support	9 to 12	31	1
Locations:				
Shaler Area Elementary	An Elementary School Building	A building in which General Education programs are operated		

**Program Position #54***Operator:* School District**PROGRAM DETAILS***Type:**Implementation Date:***PROGRAM SEGMENTS**

Type of Support	Level of Support	Age Range	Caseload	FTE
Itinerant	Speech and Language Support	9 to 12	35	1
Locations:				
Shaler Area Elementary	An Elementary School Building	A building in which General Education programs are operated		

**Program Position #55***Operator:* School District**PROGRAM DETAILS***Type:**Implementation Date:***PROGRAM SEGMENTS**

Type of Support	Level of Support	Age Range	Caseload	FTE
Itinerant	Speech and Language Support	15 to 19	10	0.26
Locations:				
Shaler Area High School;	A Senior High School Building	A building in which General Education programs are operated		

Type of Support	Level of Support	Age Range	Caseload	FTE
Itinerant	Speech and Language Support	5 to 10	28	0.74
Justification: Students are grouped for instruction within a two year age range				
Locations:				
Rogers	An Elementary School Building	A building in which General Education programs are operated		

**Program Position #56***Operator:* School District**PROGRAM DETAILS***Type:**Implementation Date:***PROGRAM SEGMENTS**

Type of Support	Level of Support	Age Range	Caseload	FTE
Itinerant	Speech and Language Support	5 to 9	11	0.3
Justification: Students are within two year age range when grouped for instruction.				
Locations:				
Marzolf	An Elementary School Building	A building in which General Education programs are operated		

Type of Support	Level of Support	Age Range	Caseload	FTE
Itinerant	Speech and Language Support	5 to 10	26	0.7
Justification: Students are within two year age range when grouped together for instruction.				
Locations:				

Reserve	An Elementary School Building	A building in which General Education programs are operated		
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**Program Position #57***Operator:* School District**PROGRAM DETAILS***Type:**Implementation Date:***PROGRAM SEGMENTS**

Type of Support	Level of Support	Age Range	Caseload	FTE
Itinerant	Speech and Language Support	5 to 9	44	1
Justification: When grouped for instruction students are within two year age range.				
Locations:				
Marzolf	An Elementary School Building	A building in which General Education programs are operated		

**Program Position #58***Operator:* School District**PROGRAM DETAILS***Type:**Implementation Date:***PROGRAM SEGMENTS**

Type of Support	Level of Support	Age Range	Caseload	FTE
Itinerant	Speech and Language Support	5 to 9	44	1
Justification: Students are within two year age range when grouped for instruction.				
Locations:				
Burchfield	An Elementary School Building	A building in which General Education programs are operated		

**Program Position #59***Operator:* School District**PROGRAM DETAILS***Type:**Implementation Date:***PROGRAM SEGMENTS**

Type of Support	Level of Support	Age Range	Caseload	FTE
Itinerant	Speech and Language Support	5 to 9	34	0.74
Justification: Students are within two year age range when grouped for instruction.				
Locations:				
Jeffery	An Elementary School Building	A building in which General Education programs are operated		

Type of Support	Level of Support	Age Range	Caseload	FTE
Itinerant	Speech and Language	12 to 14	12	0.26

	Support			
Locations:				
Shaler Area Middle School	A Middle School Building	A building in which General Education programs are operated		

**Program Position #60***Operator:* School District**PROGRAM DETAILS***Type:**Implementation Date:***PROGRAM SEGMENTS**

Type of Support	Level of Support	Age Range	Caseload	FTE
Itinerant	Speech and Language Support	14 to 19	14	0.42
Justification: When grouped for instruction students are within three year age range.				
Locations:				
Shaler Area High School	A Senior High School Building	A building in which General Education programs are operated		

Type of Support	Level of Support	Age Range	Caseload	FTE
Itinerant	Speech and Language Support	12 to 14	19	0.58
Locations:				
Shaler Area Middle School	A Middle School Building	A building in which General Education programs are operated		

**Program Position #61***Operator:* School District**PROGRAM DETAILS***Type:**Implementation Date:***PROGRAM SEGMENTS**

Type of Support	Level of Support	Age Range	Caseload	FTE
Itinerant	Learning Support	6 to 9	9	1
Locations:				
Rogers	An Elementary School Building	A building in which General Education programs are operated		

**Special Education Support Services**

Support Service	Location	Teacher FTE
Director of Student Services	All Buildings	1
School Psychologists	All Buildings	3
School Social Workers	All Buildings	4
Paraprofessionals	All Buildings	64

Certified School Nurses	All Buildings	5
Registered Nurses	All Buildings	5
School Counselors	All Buildings	12
Student Services Administrative Assistants	Central Office	2.5

### Special Education Contracted Services

Special Education Contracted Services	Operator	Amt of Time per Week
Grade Point Resources - Autism and Behavior Consultation	Outside Contractor	2 Days
Grade Point Resources - Behavioral Therapists	Outside Contractor	5 Days
Probation Officer -Allegheny County Probation	Outside Contractor	5 Days
Maxim Nursing Services	Outside Contractor	5 Days

# District Level Plan

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## Special Education Personnel Development

### Autism

<b>Description</b>	<p>Current and New Special Education teachers, Paraprofessionals, Administrators and Parents will participate in training to learn effective educational practices for students with Autism.</p> <p>Topics will include: Social Skills training, Communication Skills, Applied Behavioral Analysis and Verbal Analysis</p> <p>Evidence that action step has been implemented will include; training dates and agendas, participant sign in sheets and session feedback forms submitted.</p>
<b>Person Responsible</b>	Kathleen R. Graczyk, Director of Student Services
<b>Start Date</b>	7/1/2018
<b>End Date</b>	6/30/2021
<b>Program Area(s)</b>	Professional Education, Special Education, Student Services, Gifted Education

### Professional Development Details

<b>Hours Per Session</b>	2.0
<b># of Sessions</b>	3
<b># of Participants Per Session</b>	300
<b>Provider</b>	Shaler Area School District
<b>Provider Type</b>	PaTTAN
<b>PDE Approved</b>	Yes
<b>Knowledge Gain</b>	<p>Administrators and staff who work with students with Autism Spectrum Disorders will have a better understanding of how to implement successful programs for the children using appropriate supplementary aids and services as well as identifying specially designed instruction to support their students. The administrators and staff will have a better understanding of the social difficulties that are sometimes a result of this disability in order to create successful social experiences for the children.</p>

<p><b>Research &amp; Best Practices Base</b></p>	<p>The implementation of a research-based social skills curriculum will be implemented to address social skill deficits. The district will seek assistance from Grade Point Resources and Allegheny Intermediate staff who specialize in working with children on the spectrum in order to assure research-based best practice methods are being implemented.</p> <p>Resources used to teach the curriculum will continue to be researched based and appropriate for children with Autism Spectrum Disorder. The Director of Student Services works closely with the Assistant Superintendent, department chairs, and special education teachers when deciding which materials and resources to implement.</p>
<p><b>For classroom teachers, school counselors and education specialists</b></p>	<p>Enhances the educator's content knowledge in the area of the educator's certification or assignment.</p> <p>Increases the educator's teaching skills based on research on effective practice, with attention given to interventions for struggling students.</p> <p>Provides educators with a variety of classroom-based assessment skills and the skills needed to analyze and use data in instructional decision-making.</p> <p>Empowers educators to work effectively with parents and community partners.</p>
<p><b>For school or LEA administrators, and other educators seeking leadership roles</b></p>	<p>Provides the knowledge and skills to think and plan strategically, ensuring that assessments, curriculum, instruction, staff professional education, teaching materials and interventions for struggling students are aligned to each other as well as to Pennsylvania's academic standards.</p> <p>Provides leaders with the ability to access and use appropriate data to inform decision-making.</p> <p>Empowers leaders to create a culture of teaching and learning, with an emphasis on learning.</p> <p>Instructs the leader in managing resources for effective results.</p>
<p><b>Training Format</b></p>	<p>LEA Whole Group Presentation          Series of Workshops          School Whole Group Presentation          Department Focused Presentation          Professional Learning Communities          Offsite Conferences</p>

<b>Participant Roles</b>	Classroom teachers Principals / Asst. Principals Supt / Ast Supts / CEO / Ex Dir School counselors Paraprofessional New Staff Other educational specialists Related Service Personnel Parents
<b>Grade Levels</b>	Elementary - Primary (preK - grade 1) Elementary - Intermediate (grades 2-5) Middle (grades 6-8) High (grades 9-12)
<b>Follow-up Activities</b>	Team development and sharing of content-area lesson implementation outcomes, with involvement of administrator and/or peers Analysis of student work, with administrator and/or peers Creating lessons to meet varied student learning styles Lesson modeling with mentoring Journaling and reflecting
<b>Evaluation Methods</b>	Classroom observation focusing on factors such as planning and preparation, knowledge of content, pedagogy and standards, classroom environment, instructional delivery and professionalism. Student PSSA data Standardized student assessment data other than the PSSA Classroom student assessment data Participant survey

## Behavior Support

<b>Description</b>	The district's policy on behavior support services focuses on the use of positive measures to improve behaviors, as well as, the teaching of appropriate alternate behaviors. During the past three years, the district has provided some on-going training regarding 34 positive behavioral supports. Special Education and Student Services' staff who work with students with positive behavior support plans, have received more extensive training regarding the development of functional behavioral assessments (FBAs) and individualized
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	<p>behavior support plans.</p> <p>Special education teachers and paraprofessionals will be trained in teaching "soft skills" to behaviorally challenged and other special needs students. These "soft skills" include; effective communication, handling emotions, organization and planning, problem solving and conflict resolution skills, teamwork, reflection and ethical judgment. Teachers will learn how to develop measurable soft skill goals and effective instructional activities to allow their students to reach the goals. Implementation of the action step will be evidenced by the inclusion of soft skill goals in students' IEP's and the corresponding progress monitoring.</p>
<b>Person Responsible</b>	Kathleen R. Graczyk, Director of Student Services
<b>Start Date</b>	7/1/2018
<b>End Date</b>	6/30/2021
<b>Program Area(s)</b>	Professional Education, Special Education, Student Services

### Professional Development Details

<b>Hours Per Session</b>	6.0
<b># of Sessions</b>	3
<b># of Participants Per Session</b>	100
<b>Provider</b>	Shaler Area School District
<b>Provider Type</b>	Non-profit Organization
<b>PDE Approved</b>	Yes
<b>Knowledge Gain</b>	Shaler Area building teams have already begun training through the AIU on how to write and implement Functional Behavior Assessments (FBAs) through the Prevent-Teach-Reinforce model, and professional development will continue on how to write appropriate behavior goals and progress monitor those goals.
<b>Research &amp; Best Practices Base</b>	Being that a guiding factor in a student's success is that a their social-emotional and behavioral needs need to be met in order for students to fully access their educational programming, extensive training will continue on how to support students with mental health and behavioral concerns through a district-wide task force that operates through a community of practice (CoP)
<b>For classroom teachers, school counselors and education specialists</b>	<p>Enhances the educator's content knowledge in the area of the educator's certification or assignment.</p> <p>Increases the educator's teaching skills based on research on</p>

	<p>effective practice, with attention given to interventions for struggling students.</p> <p>Empowers educators to work effectively with parents and community partners.</p>
<b>For school or LEA administrators, and other educators seeking leadership roles</b>	Empowers leaders to create a culture of teaching and learning, with an emphasis on learning.
<b>Training Format</b>	<p>Department Focused Presentation</p> <p>Professional Learning Communities</p>
<b>Participant Roles</b>	<p>Classroom teachers</p> <p>Paraprofessional</p> <p>Parents</p>
<b>Grade Levels</b>	<p>Elementary - Primary (preK - grade 1)</p> <p>Elementary - Intermediate (grades 2-5)</p> <p>Middle (grades 6-8)</p> <p>High (grades 9-12)</p>
<b>Follow-up Activities</b>	<p>Analysis of student work, with administrator and/or peers</p> <p>Individual Education Plan reviews</p>
<b>Evaluation Methods</b>	<p>Classroom observation focusing on factors such as planning and preparation, knowledge of content, pedagogy and standards, classroom environment, instructional delivery and professionalism.</p> <p>Review of participant lesson plans</p> <p>Individual Education Plan reviews</p>

## Paraprofessional

<b>Description</b>	<p>District paraprofessionals are required to have 20 hours of additional training each year.</p> <p>Paraprofessionals are provided with the opportunity to attend the same trainings as are provided for classroom teachers. In addition, they select from</p>
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	<p>the PATTAN on-line course offerings. Topics include: achieving independence, supporting students with complex needs, behavioral interventions, confidentiality and the paraprofessional credential of competency.</p> <p>Implementation will be evidenced by each paraprofessional's record of training for each year.</p>
<b>Person Responsible</b>	Kathleen R. Graczyk, Director of Student Services
<b>Start Date</b>	7/1/2018
<b>End Date</b>	6/30/2021
<b>Program Area(s)</b>	Professional Education, Special Education, Student Services

### Professional Development Details

<b>Hours Per Session</b>	6.0
<b># of Sessions</b>	5
<b># of Participants Per Session</b>	65
<b>Provider</b>	Shaler Area School District/AIU/Pattan
<b>Provider Type</b>	School Entity
<b>PDE Approved</b>	Yes
<b>Knowledge Gain</b>	Paraprofessionals will continue to gain knowledge and skills in relationship to students' academic and behavioral needs as well as self-identified areas of interest/need.
<b>Research &amp; Best Practices Base</b>	All training and resources utilized are researched based and model best practices. The district often utilizes resources recommended by the AIU consultants and will frequently implement programs in which the AIU has provided training on throughout the school year.
<b>For classroom teachers, school counselors and education specialists</b>	<p>Enhances the educator's content knowledge in the area of the educator's certification or assignment.</p> <p>Increases the educator's teaching skills based on research on effective practice, with attention given to interventions for struggling students.</p>
<b>For school or LEA administrators, and other educators seeking leadership roles</b>	<p>Provides the knowledge and skills to think and plan strategically, ensuring that assessments, curriculum, instruction, staff professional education, teaching materials and interventions for struggling students are aligned to each other as well as to Pennsylvania's academic standards.</p> <p>Empowers leaders to create a culture of teaching and learning,</p>

	with an emphasis on learning.
<b>Training Format</b>	School Whole Group Presentation Online-Synchronous Professional Learning Communities
<b>Participant Roles</b>	Paraprofessional
<b>Grade Levels</b>	Elementary - Primary (preK - grade 1) Elementary - Intermediate (grades 2-5) Middle (grades 6-8) High (grades 9-12)
<b>Follow-up Activities</b>	Team development and sharing of content-area lesson implementation outcomes, with involvement of administrator and/or peers
<b>Evaluation Methods</b>	Participant survey

### Reading NCLB #1

<b>Description</b>	<p>The District is focused on building a strong Reading foundation in grades K-3 and building upon that core knowledge to develop more complex reading comprehension skills and strategies. Grades K-3 utilize the balanced literacy approach and supplement with Guided Reading Program. In the 2017-18 school year, the District implemented Foundations which is a Wilson Reading intervention for all students in Grades K-2 to promote a multi-sensory approach to Reading. Emphasis is placed on utilizing formative and summative assessments with appropriate supplementary aids and services to support inclusionary practices. Since the Common Core Standards were implemented, work has begun and continues to be ongoing in the area of curriculum interventions while aligning IEP goals.</p> <p>Additional review of program needs will continue at all levels and within all special education programs in the area of literacy. Supplemental supports and interventions will be reviewed at all levels over the duration of the plan in order to have more targeted and individualized instruction while ensuring that</p>
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	<p>students are offered the opportunities to be educated in their least restrictive environment.</p> <p>Training focused on providing teachers in each grade level the opportunity to evaluate what they have taught, the effectiveness of their instruction and to develop common ELA assessments. The structure of this process began with work groups (K-3, 4-6, 7-8 and 9-12) that met monthly to assess the effectiveness of the Common Core ELA implementation. These work groups were then charged with communicating any changes and acquiring feedback from their building/grade level or department teachers.</p>
<b>Person Responsible</b>	Dr. Bryan O'Black, Assistant Superintendent
<b>Start Date</b>	8/20/2014
<b>End Date</b>	6/30/2017
<b>Program Area(s)</b>	Professional Education, Teacher Induction, Special Education, Student Services

### Professional Development Details

<b>Hours Per Session</b>	3.0
<b># of Sessions</b>	9
<b># of Participants Per Session</b>	75
<b>Provider</b>	Shaler Area School District
<b>Provider Type</b>	School Entity
<b>PDE Approved</b>	Yes
<b>Knowledge Gain</b>	Both general and special education staff will gain knowledge in research-based best practices for reading instruction and knowledge of differentiated reading interventions for struggling students all levels.
<b>Research &amp; Best Practices Base</b>	Professional development content is based on research-based practices for effective Reading instruction utilizing current literature in the field of Reading and Language Arts for students with special needs. In addition, ongoing progress monitoring and classroom observations will determine what additional professional development is needed.
<b>For classroom teachers, school counselors and education specialists</b>	<p>Enhances the educator's content knowledge in the area of the educator's certification or assignment.</p> <p>Increases the educator's teaching skills based on research on effective practice, with attention given to interventions for struggling students.</p> <p>Provides educators with a variety of classroom-based assessment skills and the skills needed to analyze and use data in instructional decision-making.</p>

	Empowers educators to work effectively with parents and community partners.
<b>For school or LEA administrators, and other educators seeking leadership roles</b>	<p>Provides the knowledge and skills to think and plan strategically, ensuring that assessments, curriculum, instruction, staff professional education, teaching materials and interventions for struggling students are aligned to each other as well as to Pennsylvania's academic standards.</p> <p>Empowers leaders to create a culture of teaching and learning, with an emphasis on learning.</p>
<b>Training Format</b>	<p>LEA Whole Group Presentation          Department Focused Presentation          Professional Learning Communities</p>
<b>Participant Roles</b>	<p>Classroom teachers          Principals / Asst. Principals          New Staff</p>
<b>Grade Levels</b>	<p>Elementary - Primary (preK - grade 1)          Elementary - Intermediate (grades 2-5)          Middle (grades 6-8)          High (grades 9-12)</p>
<b>Follow-up Activities</b>	<p>Team development and sharing of content-area lesson implementation outcomes, with involvement of administrator and/or peers          Analysis of student work, with administrator and/or peers          Creating lessons to meet varied student learning styles          Peer-to-peer lesson discussion          Lesson modeling with mentoring</p>
<b>Evaluation Methods</b>	<p>Classroom observation focusing on factors such as planning and preparation, knowledge of content, pedagogy and standards, classroom environment, instructional delivery and professionalism.          Student PSSA data          Standardized student assessment data other than the PSSA          Classroom student assessment data          Review of participant lesson plans</p>

## Transition

<b>Description</b>	Successful transition to the workplace and/or post-secondary education for all students is an on-going goal for the Shaler Area School District. All students participate in career awareness and exploration beginning in their primary years and beginning at age 14, all students are involved with transition planning through their IEP team. The SASD is continuing Transition Training with the AIU and collaborates with the Office of Vocational Rehabilitation (OVR). The District actively uses a multi-faceted approach to transitioning for our special needs young adults, including having students participate in in-district prevocational training using the PAES Lab career curriculum as well as partnering with Goodwill and OVR for Early Reach and Pre-employment transition services (PETS). All special education teachers will be trained on writing and maintaining transition goals.
<b>Person Responsible</b>	Kathleen R. Graczyk, Director of Student Services
<b>Start Date</b>	7/1/2018
<b>End Date</b>	6/30/2021
<b>Program Area(s)</b>	Professional Education, Special Education, Student Services

### Professional Development Details

<b>Hours Per Session</b>	2.0
<b># of Sessions</b>	3
<b># of Participants Per Session</b>	70
<b>Provider</b>	Allegheny Intermediate Unit
<b>Provider Type</b>	IU
<b>PDE Approved</b>	Yes
<b>Knowledge Gain</b>	The IEP teams responsible for transition planning will gain knowledge about developing Present Levels of Functional Performance, collecting data from students, their teachers and their families, developing goals, providing services and activities, and involving agencies in the transition process.
<b>Research &amp; Best Practices Base</b>	The Shaler Area School District will adhere to federal and state guidelines and standards on secondary transition practices.
<b>For classroom teachers,</b>	Enhances the educator's content knowledge in the area of the

<b>school counselors and education specialists</b>	educator's certification or assignment. Empowers educators to work effectively with parents and community partners.
<b>For school or LEA administrators, and other educators seeking leadership roles</b>	Provides the knowledge and skills to think and plan strategically, ensuring that assessments, curriculum, instruction, staff professional education, teaching materials and interventions for struggling students are aligned to each other as well as to Pennsylvania's academic standards. Provides leaders with the ability to access and use appropriate data to inform decision-making. Empowers leaders to create a culture of teaching and learning, with an emphasis on learning.
<b>Training Format</b>	Online-Asynchronous
<b>Participant Roles</b>	Classroom teachers Principals / Asst. Principals Paraprofessional Parents
<b>Grade Levels</b>	Middle (grades 6-8) High (grades 9-12)
<b>Follow-up Activities</b>	IEP and Transition Portfolio reviews
<b>Evaluation Methods</b>	Review of IEP and Transition Portfolios

# Special Education Affirmations

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We also affirm our understanding that any requests for any deviations from the Chapter 14 regulations, standards, policies, and procedures must be made in writing to the Pennsylvania Department of Education. The school district understands that the Special Education Component of the District Level Plan will be approved by PDE in accordance with the following criteria as set forth in 22 Pa. School Code § 14.104 and as part of the District Level Plan:

1. There are a full range of services, programs and alternative placements available to the school district for placement and implementation of the special education programs in the school district.
2. The school district has adopted a child find system to locate, identify and evaluate young children and children who are thought to be a child with a disability eligible for special education residing within the school district's jurisdiction. Child find data is collected, maintained, and used in decision-making. Child find process and procedures are evaluated for its effectiveness. The school district implements mechanisms to disseminate child find information to the public, organizations, agencies, and individuals on at least an annual basis.
3. The school district has adopted policies and procedures that assure that students with disabilities are included in general education programs and extracurricular and non-academic programs and activities to the maximum extent appropriate in accordance with an Individualized Education Program.
4. The school district will comply with the PA Department of Education, Bureau of Special Education's revision notice process.
5. The school district follows the state and federal guidelines for participation of students with disabilities in state and district-wide assessments including the determination of participation, the need for accommodations, and the methods of assessing students for whom regular assessment is not appropriate.
6. The school district affirms the Pennsylvania Department of Education that funds received through participation in the medical assistance reimbursement program, ACCESS, will be used to enhance or expand the current level of services and programs provided to students with disabilities in this local education agency.

We affirm that the school district has completed a 28 day public inspection and comment period as required under 22 PA Code § 4.13 (d) prior to the school entity's governing board approval and submission to the Department of Education (Bureau of Special Education).

**Affirmed by April Kwiatkowski on 4/30/2018**

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*Board President*

**Affirmed by Sean Aiken on 4/30/2018**

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*Superintendent/Chief Executive Officer*

DRAFT

# SHALER AREA SCHOOL DISTRICT

No: 214

SECTION: PUPILS

TITLE: CLASS RANK INDEX

ADOPTED: MAY 20, 1998

REVISED: OCTOBER 18, 2000; JUNE 16, 2010; JULY 10, 2013; JULY 12, 2017

	<p style="text-align: center;">214 - CLASS RANK INDEX</p> <p><b>Beginning with the Class of 2020, the Shaler Area School District will no longer publicly report Class Rank. The following policy will remain in effect for the graduating class of 2019.</b></p> <p>1. Purpose The Board acknowledges the usefulness of a system of computing grade point averages and class ranking for secondary school graduates to inform students, parents, and others of their relative academic placement among their peers under relatively similar circumstances.</p> <p>2. Authority The Board authorizes a system of class ranking, by grade point average, for students in grades 9, 10, 11, and 12. All students shall be ranked together.</p> <p>The class rank index shall be computed by assigning the final grade in all subjects in accordance with the following formula:</p> <p>CRI = GPA x CDW          CRI = Class Rank Index          GPA = Grade Point Average          CDW = Cumulative Difficulty Weight*</p> <p>*CDW is determined by the following formula:  <math display="block">CDW = \frac{X(1.0) + Y(1.17) + Z(1.35)}{G}</math></p> <p>X= Number of Regular Courses Y = Number of Honors Courses          Z = Number of AP/CHS Courses G = Number of Credits to Graduate (Currently 25)</p> <p>Any two (2) or more students whose computed class rank indexes are identical shall be given the same rank. The rank of the student who immediately follows a tied position will be determined by the number of students preceding him/her and not by the rank of the person preceding him/her.</p> <p>Pol. 216 A student's overall grade point average and class rank index shall be entered on his/her record and shall be subject to the Board's policy on release of student records.</p> <p>3. Delegation of Responsibility The Superintendent shall develop procedures for the computation of grade point averages and the assignment of the class rank index to implement this</p>
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<p>Other Cite Pol. 216</p>	<p>policy which shall include a:</p> <ol style="list-style-type: none"><li>1. Determination of class rank according to the class rank index formula for students graduating before their class.</li><li>2. System for fairly averaging make-up courses.</li><li>3. Statement of the methods for such computation and assignment to be made available for those to whom a student's grade point average or rank in class is released.</li></ol>
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