

SETTLEMENT AGREEMENT & RELEASE

PARTIES

This Agreement, made and entered this 18th day of November 2020 by and between the **SHALER AREA SCHOOL DISTRICT** (hereinafter referred to as the "SCHOOL DISTRICT")

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KG and **RM** (the "PARENTS"), in their own right and on behalf of their minor child, **CM**.

DEFINITIONS

The word and phrases that are capitalized in this AGREEMENT shall have the meanings set forth in this paragraph and the subparagraphs of this paragraph unless the context clearly indicates otherwise.

a. **AGREEMENT.** The term "AGREEMENT" shall mean this AGREEMENT between the PARENTS and the SHALER AREA SCHOOL DISTRICT.

b. **INCLUDE or INCLUDING.** The terms "INCLUDE" and "INCLUDING" shall mean inclusive of but not limited to and/or by way of example and not limitation.

c. **SCHOOL DISTRICT.** The term "SCHOOL DISTRICT" shall mean the SHALER AREA SCHOOL DISTRICT.

d. **PARENTS.** The term "PARENTS" means KG and RM, in their own right and on behalf of their minor child, CM, either individually or collectively, as the context may suggest and shall serve to give the broadest interpretation to the RELEASED CLAIMS affected by this AGREEMENT.

e. PROGRAMS OPERATED BY. The term "PROGRAMS OPERATED BY" shall INCLUDE all classes, programs, services, evaluations, accommodations, and other things offered by, through or on behalf of the SCHOOL DISTRICT or any RELEASED PARTY, either directly or indirectly.

f. RELEASED CLAIMS. The term "RELEASED CLAIMS" shall INCLUDE all claims (from the beginning of time until the date this document is signed), demands, damages, actions, causes of action, suits at law or in equity, rights, demands, or otherwise, of whatever kind or nature, both civil or criminal or mixed (herein "RELEASED CLAIMS"), known or unknown, accrued or unaccrued, contingent or non-contingent, including, but not limited to, those claims asserted in the correspondence dated July 2, 2020, from counsel to the PARENTS to counsel for the SCHOOL DISTRICT or that could have been asserted on behalf of CM in a due process complaint filed with the Office of Dispute Resolution through the date of this AGREEMENT, whether or not capable of proof, whether common law or statutory, whether or not now recognized by the PARENTS or anyone claiming by, through or under the PARENTS in any way might have, or could have against any of the RELEASED PARTIES, INCLUDING: (a) all claims for or because of any matter or thing, act, or omission, done or admitted or suffered to be done by the RELEASED PARTIES relating to CM and/or his/her parents and/or CM's participation in PROGRAMS OPERATED BY the SCHOOL DISTRICT, as well as consequences or effects of any such matter or thing related to CM's education, programs, or services provided by or claimed from the RELEASED PARTIES or any one of them and any and all actions related to CM's education, programs or services and/or the matters related to the educational services provided by the SCHOOL DISTRICT at any time prior and until the date hereof; (b) all claims that could have been asserted against the SCHOOL DISTRICT, whether by a due process complaint, lawsuit or other

legal or regulatory action as of the date hereof arising from the PROGRAMS OPERATED BY THE SCHOOL DISTRICT or the particular educational classes, programs, services, evaluations, accommodations or other things that were provided or which the PARENTS contend should have been provided to CM at any time prior to the date hereof; (c) all claims for or because of any and all actions related to the matters complained of, or matters which could have been complained of; (d) all claims for discrimination based on age, religion, sex, race, disability, national origin, or any other protected characteristics, INCLUDING (without limitation), claims under the Americans with Disabilities Act, the Civil Rights Act of 1964, the Rehabilitation Act, Title IX of the Education Amendments of 1972, and all state and local laws or regulations analogous of such statutes, INCLUDING the Pennsylvania Human Relations Act; (e) all claims for breach of contract, defamation, negligence, loss of consortium, breach of the covenant of good faith and fair dealing, misrepresentation, emotional distress, interference with contractual relations, equitable and promissory estoppel, breach of fiduciary; (f) all claims under Section 1981, Section 1983, Section 1985, or Section 1988 of Title 42 of the United States Code, or any other legal theories under any of those statutes, INCLUDING legal theories for state created danger, theories of policy, practice or custom, failure to train or failure to supervise; (g) all claims under any education related statute, regulation, ordinance or policy, whether federal, state or local, INCLUDING the Public School Code, the Family Education Rights to Privacy Act ("FERPA"), the Individuals With Disabilities Education Act ("IDEA") and entitlement to educational services to the age of twenty-one, the Regulations and/or Standards of the State Board of Education of the Secretary of Education; (h) all claims for joint or several liability; (i) all claims under Pennsylvania's Mental Health and Mental Retardation Act and its regulations; (j) all claims under any applicable policy; (k) all claims for compensatory education; and (l) all claims for attorney's fees. It is the specific and express intention of

the PARENTS and of the SCHOOL DISTRICT that the above language relating to description of the RELEASED CLAIMS shall be accorded the broadest possible interpretation. Nothing in this agreement shall be construed as a waiver of future claims.

g. RELEASED PARTIES. As used herein, the term "RELEASED PARTIES" shall mean (1) the SCHOOL DISTRICT, (2) all entities affiliated with SCHOOL DISTRICT INCLUDING (without limitation) any of its schools, and any area vocational-technical schools, with which it is associated (hereinafter "AFFILIATED ENTITIES"), (3) the SCHOOL DISTRICT's agents, owners, attorneys, and legal representatives, in their individual and official capacities, as well as all of their heirs, assigns, parents, subsidiaries, partners and affiliates, as well as their employees, agents, owners, officers, directors, partners, legal representatives and assigns, (4) the SCHOOL DISTRICT's and AFFILIATED ENTITIES' insurers, and (5) all other persons, corporations, benefit plans, insurers, and other entities whom/which might be claimed to be jointly and/or severally liable with any of the persons or entities named above with respect to any of the "RELEASED CLAIMS" (as described in paragraph f of this AGREEMENT).

h. RELEASED PARTY. As used herein, the term "RELEASED PARTY" shall mean any of the RELEASED PARTIES as defined herein.

TERMS

WHEREAS, the parties are now desirous of resolving all issues asserted in the correspondence dated July 2, 2020, from counsel to the PARENTS to counsel for the SCHOOL DISTRICT or that could have been asserted on behalf of CM in a due process complaint filed with the Office of Dispute Resolution through the date of this AGREEMENT;

NOW, THEREFORE, the parties hereto, INTENDING TO BE LEGALLY BOUND HEREBY, do hereby agree as follows:

1. SCHOOL DISTRICT agrees to establish a compensatory education fund in the amount of Eight Thousand Five Hundred Dollars (\$8,500) to be used exclusively for payment for the benefit of CM for legitimate educational expenses. Legitimate educational expenses are defined as actual financial expenses incurred by the Student and/or her Parents on or after the signing of this AGREEMENT that were or are intended to address and be for the sole benefit of the Student's educational needs. The Parties agree that the compensatory education fund may be used for: (i) special education instruction, (ii) remedial tutoring provided by certified teachers or instructors or in licensed facilities or programs, (iii) assistive technology equipment/devices, computer hardware, and software that increase, maintain, or improve the functional capabilities of Student to make meaningful education progress if related to the educational instruction that the Student was or is then receiving, excluding an iPhone or similar cellular device and/or its service plans; (iv) planned educational courses of instruction, including but not limited to vocational school/programs, offered through accredited or licensed facilities, institutions or programs, (v) educational software/hardware, books, texts, materials, and equipment, (vi) related services as defined in the regulations implementing the Individuals with Disabilities Education Act, 20 U.S.C. §§ 1400, et seq., (vii) educational evaluations and consultative services, (viii) behavioral therapy and social skills training

conducted at the direction and under the supervision of appropriately trained and certified personnel or in certified or licensed programs, (ix) programs or activities that are intended to address the educational needs or functional capabilities of Student, including those with a therapeutic component and those which take place after school hours or during school breaks, excluding those which can be provided at no cost through a behavioral health organization. Requests for use of compensatory education funds shall be submitted by the PARENTS to the SCHOOL DISTRICT in advance of incurring the associated expense. The SCHOOL DISTRICT must provide written notice to the PARENTS within ten (10) business days of such request if the SCHOOL DISTRICT believes that a particular service and/or purchase is not a "legitimate educational expense," otherwise, such request shall be deemed an acceptable use of the compensatory education fund and paid as described herein. The Parties agree that the PARENTS may arrange for the service provider to submit their invoice directly to the SCHOOL DISTRICT and the SCHOOL DISTRICT will pay the service provider directly. Alternatively, the SCHOOL DISTRICT will reimburse the PARENTS if they pay for the services directly and submit proof of payment to the SCHOOL DISTRICT. Payment or reimbursement shall be made by the SCHOOL DISTRICT within twenty (20) business days of the receipt of the invoice and until the compensatory education fund has been depleted. It is the understanding of the parties that the compensatory education fund is funded by public dollars which must be appropriately accounted for by the SCHOOL DISTRICT and, therefore, expenditure of the compensatory education fund requires commercially reasonable documentation. All invoices should be submitted to the DISTRICT'S Director of Special Education. In the event any amount of the compensatory education fund is not expended for the foregoing purposes by the date of CM's high school graduation, the compensatory education fund shall terminate as of that date and any unexpended sum shall revert to the SCHOOL DISTRICT.

2. The SCHOOL DISTRICT shall provide payment in an amount of Six Thousand Five Hundred Dollars (\$6,500) for attorneys' fees incurred by the PARENTS. Payment of the attorneys' fees shall be directly remitted to Alicia Simpson, Esquire, at Ruder Law, One Oxford Center, Suite 270, 301 Grant Street, Pittsburgh, PA 15219. Payment of the foregoing sum shall be made within twenty (20) calendar days of the SCHOOL DISTRICT's Board of School Directors' approval of this Agreement and receipt of an invoice for such amount and tax identification number.

3. The parties acknowledge that this AGREEMENT resolves all issues asserted in the correspondence dated July 2, 2020, from counsel to the PARENTS to counsel for the SCHOOL DISTRICT or that could have been asserted on behalf of CM in a due process complaint filed with the Office of Dispute Resolution through the date of this AGREEMENT. The parties acknowledge that this is a legally binding agreement that is enforceable in any state court of competent jurisdiction or in the United States District Court for the Western District of Pennsylvania and may be enforced through the Pennsylvania Department of Education.

4. In exchange for the covenants and conditions herein contained, the PARENTS, for themselves and CM and their heirs, executors, administrators, successors, and assigns, unconditionally and irrevocably remise, release, and forever discharge the RELEASED PARTIES, jointly and severally, of and from all RELEASED CLAIMS from the beginning of time until this document is signed.

5. The PARENTS further acknowledge and agree that the signing of this AGREEMENT is in full satisfaction for all damages real or claimed, arising as a result of any act or inaction of the SCHOOL DISTRICT or any other RELEASED PARTY, that she shall not assert or prosecute any claim, lawsuit, action, grievance, due process complaint or any other complaint before any court or administrative body against any RELEASED PARTY hereunder with respect to any RELEASED CLAIM, and that if any

action should be taken on the same, that the RELEASED PARTIES shall be entitled to a protective order against such action or summary judgment dismissing any such action.

6. The PARENTS further agree and acknowledge that they accept payment of the sums specified in this Settlement Agreement and Release as a full and complete compromise of the matter involving all disputed issues and that neither payment of the funds by SCHOOL DISTRICT, its insurers, or representatives, shall not be considered as an admission of any liability or wrongdoing by the SCHOOL DISTRICT for violation of any federal, state or local statute, regulation, or constitution, or any duty owed by SCHOOL DISTRICT to CM. It is further understood and acknowledged by all parties that this Settlement Agreement and Release does not constitute an admission of liability or wrongdoing on the part of the SCHOOL DISTRICT and that this Settlement Agreement and Release is purely an act of compromise.

7. It is further understood and agreed and made a part hereof that neither the PARENTS nor their attorney, representatives, and agents will in any way seek to publicize or cause to be publicized in any news or communications media, INCLUDING but not limited to newspapers, magazines, journals, radio, television, texts, blogs, e-mails or other electronic media, the facts or terms or conditions of this AGREEMENT. The PARENTS and their attorney shall keep the terms of this AGREEMENT strictly confidential, except to the extent necessary to discuss the same with their attorney or agents of any of the terms or conditions hereof; any RELEASED PARTY may file suit in any court of competent jurisdiction to enjoin such actions. Notwithstanding the foregoing, the Parties hereto acknowledge that this AGREEMENT is a public document and that the SCHOOL DISTRICT may be required to disclose the contents if requested pursuant to the Right to Know Law.

8. The PARENTS acknowledge that they have read this AGREEMENT fully and that they have had the assistance of her legal counsel and that they understand

that, by signing this AGREEMENT, it is a full and complete waiver of all RELEASED CLAIMS.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals on the day and year above mentioned.

SHALER AREA SCHOOL
DISTRICT

Attest:

President, Board of Directors

Secretary, Board of Directors

KG, individually
and on behalf of CM

RM, individually
and on behalf of CM

Approved as to form only:
Alicia Simpson, Esquire
Attorney for KM, RM and CM

TADMS:5384711-1 014539-132600

SHALER AREA SCHOOL DISTRICT

No: 332

SECTION: EMPLOYEES
TITLE: WORKING PERIODS
ADOPTED:

332 – Working Periods	
1. Authority	<p>Work schedules required for administrative, professional and support employees shall be clearly specified to ensure regular attendance by employees and consistent operation of the district.</p> <p>The Board has the authority and responsibility to determine the hours and days during which district programs and services shall be available to students and the community, consistent with the administrative compensation plan, individual contracts, applicable collective bargaining agreements, and Board resolutions.</p> <p>The Board has the authority to make modifications to the school calendar and the school schedule as necessary to meet the instructional and health and safety needs of students and staff. Modifications to staff working periods shall be addressed in accordance with the administrative compensation plan, individual contracts, applicable collective bargaining agreements, Board resolutions and/or Board-approved health and safety or other emergency preparedness and response plans.</p>
2. Delegation of Responsibility	<p>The Superintendent or designee shall develop administrative regulations to ensure district employees are informed of and adhere to their assigned work schedules.</p> <p>Professional personnel shall have a duty-free lunch period of not less than thirty (30) minutes.</p> <p>Staff may be assigned extra or alternative duties, distributed equitably when possible, at the discretion of the building principal and immediate supervisor.</p> <p>All professional staff members are expected to attend each faculty meeting unless specifically excused by the responsible administrator.</p> <p>References:</p> <p>24 P.S. 510, 24 P.S. 1504, Pol. 804, Pol. 803, 24 P.S. 520.1, Pol. 805, Pol. 318</p>

4. Before and after school.

5. Field trips.

6. School activities.

References:

24 P.S. 510

SHALER AREA SCHOOL DISTRICT

No: 111

SECTION: PROGRAMS
TITLE: LESSON PLANS
ADOPTED: APRIL 15, 1998
REVISED: JULY 20, 2005

111. LESSON PLANS	
1. Authority	To ensure consistency and continuity of instruction, the Board requires professional staff members to develop and maintain daily lesson plans.
2. Delegation of Responsibility	<p>To facilitate more effective instruction, lesson plans must be prepared at least one (1) week in advance. Lesson plans shall be inspected and must conform to the guidelines established by the building principal.</p> <p>Teachers shall make thorough preparation for all daily lessons and shall prepare plans reflecting such preparation. Lesson plans shall be completed and submitted in the designated online platform(s) for review.</p> <p>Teachers are to provide adequate directions for substitutes, the purpose of which shall be to continue the instructional program or provide a meaningful educational alternative that relates to the subject area.</p>
3. Guidelines	<p>Guidelines for the implementation of this policy shall include:</p> <ol style="list-style-type: none">1. Lesson plans may be prepared on master sheets or online templates.2. While teachers are required to be thoroughly prepared for each daily lesson, plans may be prepared for each lesson or on a long-term basis, i.e. unit of work, whichever is most appropriate.3. Material to be used in a lesson, such as printed or digital material and audiovisual resources may serve as an integral part of the plan.4. Lesson plans for individualized programs should reflect a general overview and purpose of the instructional program; individual student plans or records may serve as an integral part of the lesson plan. <p><u>References:</u></p> <p>1.24 P.S. 510, Pol. 113, Pol. 814, Pol. 815</p>

SHALER AREA SCHOOL DISTRICT

No: 334

SECTION: EMPLOYEES
TITLE: SICK LEAVE
ADOPTED: MARCH 18, 1998
REVISED: OCTOBER 16, 2002

334 – Sick Leave	
1. Authority	<p>Board policy for certificated administrative and professional employees shall ensure that eligible employees receive paid sick leave days annually, in accordance with law, administrative compensation plan, individual contract, collective bargaining agreement, or Board resolution. Unused leave shall be cumulative.</p> <p>Board policy for noncertificated administrative and support employees shall ensure that eligible employees receive paid sick leave days annually, in accordance with the administrative compensation plan, individual contract, collective bargaining agreement or Board resolution. Unused leave shall be cumulative.</p> <p>The Board reserves the right to require any employee claiming paid or unpaid sick leave pay to submit sufficient proof, including documentation from a licensed physician, certified registered nurse practitioner or a licensed physician assistant, of the employee's illness, disability or need to quarantine.</p> <p>Misuse of sick leave shall be considered a serious infraction subject to disciplinary action.</p> <p>The Board shall consider the written request of any eligible employee for an extension of sick leave, with or without pay, when the employee's own accumulated sick leave or other paid or unpaid leave has been exhausted, pursuant to law or collective bargaining agreement provisions where applicable.</p> <p>The Board approves the use of Sick Leave Banks and directs the Superintendent or designee to establish administrative regulations or procedures to ensure they are operated in accordance with the provisions of law, Board policy and an applicable administrative compensation plan, collective bargaining agreement, or Board resolution.</p>
3. Delegation of Responsibility	<p>The Superintendent shall report to the Board the names of employees absent for noncompensable cause or whose claim for sick leave pay cannot be justified.</p>
4. Guidelines	<p>Whatever the claims of disability, no day of absence shall be considered a sick leave day if the employee has engaged in or prepared for other gainful employment or has engaged in any activity that would raise doubts regarding the validity of the sick leave request.</p> <p><u>Records</u> The district's personnel records shall show the attendance of each employee; and the days absent shall be recorded, with the reason for such absence noted.</p>

A record shall be made of the unused sick leave days accumulated by each district employee, which shall be reported to the employee.

The Board shall pay a specified amount for each unused sick leave day, up to a designated number of days, upon the retirement or death of an employee, as provided in the administrative compensation plan, individual contract, collective bargaining agreement or Board resolution.

References:

24 P.S. 1154; 24 P.S. 510; Pol. 317

SHALER AREA SCHOOL DISTRICT

No: 705

SECTION: PROPERTY

TITLE: SAFETY

ADOPTED: JULY 13, 1998

REVISED: OCTOBER 13, 2010; JANUARY 11, 2012

705. SAFETY	
1. Purpose	The Board recognizes that district facilities must be maintained and operated in a condition that is safe for students, staff and visitors.
2. Authority	<p>The Board directs the district to provide facilities and equipment for the safe conduct of the educational programs and operations of the schools, in accordance with guidance issued by state and local officials, and the Board-approved health and safety plan.</p> <p>The Board requires that all students, staff and visitors adhere to state and local health and safety orders, Board policy, administrative regulations and Board-approved plans requiring face coverings or other protective devices where needed for safety purposes. Violation of this policy and school safety rules may result in disciplinary action, in accordance with law, regulations or Board policy, or denial of entry to district buildings and property, except where accommodations are deemed reasonable and necessary for individuals with disabilities or for medical conditions.</p>
3. Delegation of Responsibility	<p>The Superintendent or designee shall periodically review and evaluate district health and safety rules and health and safety plans, as necessary.</p> <p>Administrators shall ensure that all staff and students are informed of health and safety rules at the beginning of the school year and whenever conditions and requirements change. Administrators shall provide ongoing education and post signage to assist staff and students in complying with health and safety rules.</p>
4. Guidelines	<p><u>Certified Workplace Safety Committee</u></p> <p>A workplace safety committee shall be established to promote the district's goals concerning safe schools.</p> <p>The workplace safety committee shall be composed of a minimum of four (4) members, including two (2) district administrators and two (2) employee representatives.</p> <p>If the number of members on the safety committee exceeds four (4), the committee shall be composed of an equal number of administrators and employees unless otherwise agreed upon by both groups. The district administrators shall not constitute a majority of the safety committee.</p>
SC 223 Title 34 Sec. 129.1001- 129.1011 72 P.S. Sec. 1722-J 77 P.S. Sec. 1038.2	

It shall be the responsibility of the safety committee to:

1. Evaluate the current safety program.
2. Establish procedures for conducting and documenting the findings of periodic inspections to locate and identify safety and health hazards.
3. Make recommendations to correct hazards.
4. Review, in a timely manner, incident and accident report and investigation forms.
5. Conduct follow-up evaluations on the effectiveness of new health and safety equipment or safety procedures.

A quorum of the safety committee members shall meet at least once a month.

The workplace safety committee shall develop and maintain operating procedures, membership lists, committee meeting agendas, attendance lists and minutes of each meeting.

All decisions of the committee shall be made by majority vote of members present.

The Superintendent or designee shall ensure that a qualified trainer provides all committee members with adequate, annual training in safety committee structure and operation, hazard detection and inspection, and accident and illness prevention and investigation.

The Superintendent or designee shall maintain written records of workplace safety committee training.

References:

School Code – 24 P.S. Sec. **223**, 510, 1517, 1518

Department of Labor and Industry Regulations – 34 PA Code Sec. 129.1001-129.1011

Fiscal Code – 72 P.S. Sec. 1722-J

Certification of Safety Committee – 77 P.S. Sec. 1038.2

Board Policy – 805

SHALER AREA SCHOOL DISTRICT

No: 309.1

SECTION: EMPLOYEES

TITLE: TELEWORK

ADOPTED:

309.1 – Telework	
1. Purpose	<p>The Board recognizes that in certain limited circumstances it may be necessary to allow or require district employees to work remotely in order to maintain continuity of district educational programs and operations</p> <p>The Board adopts the following policy to establish direct rules for employees who telework from a remote location.</p>
2. Definitions	<p>Remote work location – a worksite other than an employee’s regularly assigned place of work, typically the employee’s residence.</p> <p>Telework/Teleworking – the performance of the assigned essential functions of an employee’s job at a remote work location via electronic means in accordance with the employee’s usual expected standards of performance and other approved or agreed-upon terms.</p> <p>Teleworking agreement – a written agreement that details the terms and conditions to permit an employee to engage in teleworking.</p> <p>Teleworking employee – a district employee who can perform all of their assigned essential job duties at a remote work location. The employee must have a suitable designated workspace at the remote work location and access to any computer and telecommunications equipment necessary for the completion of tasks.</p>
3. Delegation of Responsibility	<p>The Board directs the Superintendent or designee to develop procedures that outline circumstances under which employees may telework and the expectations for such employees while teleworking.</p>
4. Guidelines	<p>Employees may be required to sign a teleworking agreement, or acknowledge teleworking provisions in an applicable collective bargaining agreement, prior to working in a remote work location, which may be waived under emergency conditions at the Board’s discretion or as specified in this policy.</p> <p>Such an agreement may include, but is not limited to, the following considerations:</p> <ol style="list-style-type: none">1. The employee shall be subject to and shall comply with the same Board policies, administrative regulations, and standards of conduct as are expected at their regularly assigned place of work.2. A teleworking employee’s performance shall be monitored and assessed in the same manner as employees working from their regularly assigned place of work.

3. The employee shall work from a dedicated workspace that is free from health or safety hazards, undue distractions, or undue risk that confidential or private information will be discovered, or that district equipment permitted to be brought to the remote work location will be stolen or damaged.
4. The employee shall obtain permission from their supervisor before bringing district property to a remote work location and will provide the supervisor with a written list of all such equipment.
5. The employee shall be personally responsible for any district equipment brought to the remote work location, shall be fully liable for any damage or loss occurring to the equipment during the period of use, and shall be responsible for its safe return.
6. The employee does not have a right to telework and the teleworking arrangement may be terminated by the Board or district administration at any time.
7. The employee shall notify their supervisor if the employee is not able to perform all assigned job duties, essential or nonessential, at the remote work location.

General Conditions

Employees whose physical presence at their regularly assigned place of work is essential to the performance of their duties may not be permitted to telework.

An employee may not telework as a replacement for leave.

Attendance at the employee's regularly assigned place of work for onsite meetings, conferences, training sessions, and other school business activities may be required on scheduled telework days.

Nonexempt employees shall not be permitted to work overtime or during non-working hours while teleworking without authorization from the employee's immediate supervisor, in accordance with law and Board policy.

All teleworking employees shall be subject to and shall comply with the same Board policies, administrative regulations, and standards of conduct as are expected under normal working conditions.

Emergency Conditions

In the event that local, state or federal officials, or any similar authority with appropriate jurisdiction, declare an emergency condition that prevents or discourages public gatherings due to a public health or safety concern, or closes school buildings, the Board authorizes individual employees or designated classifications of employees to be permitted to telework in accordance with established procedures or as otherwise directed.

309.1 – Telework

For district employees unable to perform their assigned essential job duties while teleworking, such employees may be required to take any available accrued leave, whether paid or unpaid, in accordance with applicable Board Policies or provisions of an administrative compensation plan, individual contract, collective bargaining agreement or Board resolution.

References:

Pol. 805, Pol. 113.4, Pol. 216, Pol. 324, Pol. 708, Pol. 334, Pol. 335, Pol. 336, Pol. 339, Pol. 330, Pol. 332, Pol. 815, Pol. 824

SHALER AREA SCHOOL DISTRICT

No: 318

SECTION: EMPLOYEES
TITLE: ATTENDANCE & TARDINESS
ADOPTED:

318 – Attendance & Tardiness	
1. Authority	<p>Punctual and reliable attendance by administrative, professional and support employees if essential for the operation of district school. Therefore, a prerequisite for efficient performance of job functions by employees is the punctual commencement and proper completion of all assigned duties.</p> <p>The district shall establish processes for staff to report unexpected absences, which shall be addressed in accordance with Board policy and an applicable individual contract, collective bargaining agreement or Board resolution.</p>
2. Delegation of Responsibility	<p>It shall be the responsibility of the Superintendent or designee to assess penalties when a district employee fails to meet attendance requirements.</p> <p>Whether tardiness is excusable shall be determined by the immediate supervisor.</p> <p>The Superintendent is authorized to direct district employees who are repeatedly tardy not to report at all on those days when they do not report on time, and to suffer appropriate wage penalties.</p> <p>References: 24 P.S. 510, Pol. 332, Pol. 334, Pol. 335, Pol. 336, Pol. 339</p>

SHALER AREA SCHOOL DISTRICT

No: 209

SECTION: PUPILS

TITLE: HEALTH EXAMINATIONS/SCREENINGS

ADOPTED: MAY 20, 1998

REVISED: OCTOBER 18, 2000; AUGUST 20, 2003; DECEMBER 13, 2006; MARCH 19, 2008

209 – Health Examinations/Screenings	
1. Authority	<p>In compliance with applicable law and regulations, and Board-approved health and safety plans, the Board shall require that district students submit to health and dental examinations, screenings and health monitoring in order to protect the school community from the spread of communicable disease and to ensure that the student's participation in health, safety and physical education courses meets the student's individual needs and that the learning potential of each student is not lessened by a remediable physical disability.</p>
2. Guidelines	<p>Each student shall receive a comprehensive health examination conducted by the school physician upon original entry, in sixth grade, and in eleventh grade.</p> <p>Each student shall receive a comprehensive dental examination conducted by the school dentist upon original entry, in third grade, and in seventh grade.</p> <p>A private health and/or dental examination conducted at the parents'/guardians' request and expense shall be accepted in lieu of the school examination. The district shall accept reports of privately conducted physical and dental examinations completed within one (1) year prior to a student's entry into the grade where an exam is required.</p> <p>The school nurse or medical technician shall administer to each student vision tests, hearing tests, tuberculosis tests, other tests deemed advisable, and height and weight measurements, at intervals established by the District. Height and weight measurements shall be used to calculate the student's weight-for-height ratio.</p> <p>Parents/Guardians of students who are to receive physical and dental examinations or screenings shall be notified. The notice shall include the date and location of the examination or screening and notice that the parents/guardians may attend. The notice shall encourage the parent/guardian to have the examination or screening conducted by the student's private physician or dentist at the parent's/guardian's expense to promote continuity of care. Such statement may also include notification that the student may be exempted from such examination or screening if it is contrary to the parent's/guardian's religious beliefs.</p> <p>A student who presents a statement signed by his/her parent or guardian that a health examination is contrary to the student's or parent's/guardian's religious beliefs shall be examined only when the Secretary of Health determines that facts exist indicating that certain conditions would present a substantial menace to the health of others in contact with the student if the student is not examined for those conditions.</p> <p>Where it appears to school health officials or teachers that a child deviates from normal growth and development or where school examinations reveal conditions</p>

requiring health and dental care, the parent/guardian of the child shall notified of the apparent need for a special examination by the student’s private physician or dentist. The parent/guardian shall report to the school whether a special examination occurred. If the parent/guardian fails to report whether the examination occurred within a reasonable time after being notified of the apparent need and the abnormal condition persists, appropriate school health personnel shall arrange a special health examination for the student.

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

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

Health Monitoring

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

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

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

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

Health Records

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

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

The district may disclose information from health records to appropriate parties in connection with an emergency when necessary to protect the health or safety of the

<p>3. Delegation of Responsibility</p>	<p>student or other individuals, in accordance with applicable law and Board policy.</p> <p>Designated district staff shall request from the transferring school the health records of students transferring into district schools. Staff shall respond to such requests for the health records of students transferring from district schools to other schools.</p> <p>The district shall destroy student health records only after the student has not been enrolled in district schools for at least two (2) years.</p> <p>The Superintendent of designee shall instruct all staff members to continually observe students for conditions that indicate health concerns or disability to promptly report such conditions to the school nurse or designated staff.</p> <p>The Superintendent or designee shall ensure that notice is provided to all parents/guardians regarding the existence of and eligibility for the Children’s Health Insurance Program (CHIP).</p> <p><u>References:</u></p> <p>24 P.S. 1401, 24 P.S. 1402, 24 P.S. 1403, 22 PA Code 12.41, 24 P.S. 1407, 28 PA Code 23.1 et seq, 24 P.S. 1405, 28 PA Code 23.2, 20 U.S.C. 1232h, 24 P.S. 1419</p>
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SHALER AREA SCHOOL DISTRICT

No: 314

SECTION: ADMINISTRATIVE EMPLOYEES

TITLE: PHYSICAL EXAMINATION

ADOPTED: MARCH 18, 1998

REVISED: OCTOBER 13, 2010

	<p style="text-align: center;">314. Physical Examination</p> <p>1. Purpose In order to certify the fitness of administrative, professional and support employees to discharge efficiently the duties they will be performing and to protect the health of students and staff, the Board shall require physical examinations of all district employees prior to beginning employment and may require health monitoring to prevent the transmission of communicable diseases in the school setting.</p> <p>2. Definition A physical examination, for purposes of this policy, shall mean a general examination by a licensed physician, certified registered nurse practitioner or a licensed physician assistant. Health monitoring, for purposes of this policy, shall mean screening or monitoring an employee for specific symptoms that may indicate the presence of a communicable disease, in accordance with guidance from state and local health officials.</p> <p>3. Authority After receiving an offer of employment but prior to beginning employment, all candidates shall undergo physical examinations, as required by law and as the Board policy may require. The expense for which shall be paid by the applicant. The Board requires that all employees undergo a tuberculosis examination upon initial employment in accordance with the regulations of the PA Department of Health. The Board may require that all employees undergo a physical examination at the Board's request. An employee who presents a signed statement that a physical examination is contrary to the employee's religious beliefs shall be examined only when the Secretary of Health determines that facts exist indicating that certain conditions would present a substantial menace to the health of others in contact with the employee if the employee is not examined for those conditions.</p> <p>4. Guidelines <u>Health Monitoring & Communicable Diseases</u> The district may require employees to participate in health monitoring by designated staff to check for signs and symptoms of communicable diseases in accordance with guidance issued by state and local health officials and the Board-approved health and safety plan. An employee may request an alternative method of monitoring as a religious accommodation, and designated district staff shall assess and respond to such request in accordance with applicable law, regulations and Board policy. A request for an accommodation that would unreasonably impair workplace safety or cause undue hardship will not be granted.</p>
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<p>5. Delegation of Responsibility</p>	<p>An employee with a health condition that may render a monitoring method ineffective should notify designated staff so that alternative or supplemental methods may be considered.</p> <p>Employees exhibiting symptoms that indicate health concerns shall be referred to the school nurse or designated staff for further assessment, and may be excluded from school facilities in accordance with regulations of the PA Department of Health or guidance from state or local health officials for specified diseases and infectious conditions. Employees may return to school facilities when the criteria for readmission following a communicable disease have been met, in accordance with law, regulations or guidance from state or local health officials.</p> <p>The results of all required physical examinations shall be made known to the Superintendent on a confidential basis and discussed with the employee.</p> <p>Medical records and other health information of an employee shall be maintained confidentially and kept in a file separate from the employee’s personnel file.</p> <p><u>References:</u></p> <p>24 P.S. 1418, 28 PA Code 23.43, 42 U.S.C. 12112, 28 PA Code 23.44, 24 P.S. 1419, 28 PA Code 23.45, Pol. 104, 28 PA Code 27.71, 28 PA Code 27.72, Pol 334, Pol 335, 42 U.S.C. 2000ff et seq., P.S. 1416, 42 U.S.C. 1201 et seq.</p> <p>U.S. Equal Employment Opportunity Commission – Guidance on COVID-19, ADA, Rehabilitation Act and Other Equal Employment Opportunity Laws</p>
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SHALER AREA SCHOOL DISTRICT

No: 907

SECTION: COMMUNITY

TITLE: BUILDING SECURITY-VISITORS

ADOPTED: JULY 13, 1998

REVISED: SEPTEMBER 16, 1998; DECEMBER 9, 2009; SEPTEMBER 15, 2010

907. SCHOOL VISITORS	
1. Authority SC 510	<p>The Board welcomes and encourages interest in district educational programs and other school-related activities. The Board recognizes that such interest may result in visits to school by parents/guardians, adult residents, educators and other officials. To ensure order in the schools and to protect students and employees, it is necessary for the Board to establish policy governing school visits.</p>
2. Delegation of Responsibility	<p>The Superintendent or designee and building principal have the authority to prohibit the entry of any individual to a district school, in accordance with Board guidelines and state and federal law and regulations.</p> <p>The Superintendent or designee and building principal may limit visitors to designated areas or may limit the number of visitors to a district school when necessary to protect the health and safety of students, staff and the public.</p> <p>The Superintendent or designee shall develop administrative regulations to implement this policy and control access to school buildings and school classrooms.</p>
3. Guidelines	<p>Persons wishing to visit a school should make arrangements in advance with the school office in that building.</p> <p>Upon arrival at the school, visitors must register at the office where they must provide any required information or identification to protect the health and safety of students, staff and the school community, as well as:</p> <ol style="list-style-type: none">1. Sign in and sign out.2. Receive a pass or badge.3. Receive instructions.4. Be provided with a guide.5. Be informed of the school's health and safety rules, which must be followed prior to entry and while the visitor is in the school building and on school property.6. Only one (1) designated entrance that is monitored and capable of controlling visitor entry shall be used by visitors to the school. All other entrances shall be locked. <p>All staff members shall be responsible for requiring a visitor demonstrate that the visitor:</p> <ol style="list-style-type: none">1. Has a visitor's pass.2. Has registered at the school office and received authorization to be present for the purpose of conducting business.3. No visitor may confer with a student in school without approval of the

