

SHALER AREA SCHOOL DISTRICT

STUDENT CODE OF CONDUCT

2023 – 2024

Levels of student behavior and Corresponding Disciplinary Consequences:

LEVEL I

LEVEL I is minor misbehavior on the part of the student which impedes orderly classroom procedure or interferes with the orderly operation of the school.

These misbehaviors can usually be handled by an individual staff member but sometimes require the intervention of other school personnel.

1. Examples of LEVEL I student behavior:

- a. Unacceptable social behavior
- b. Disrespect
- c. Classroom disturbances
- d. Classroom tardiness
- e. Cheating and lying
- f. Abusive or offensive language
- g. Failure to complete assignments or carry out directions

2. Staff Procedures:

There is immediate intervention by the staff member who is supervising the student or who observes the misbehavior. Repeated misbehavior may require a conference with the counselor or administrator. An accurate record of the disciplinary action is maintained by the staff member.

3. Disciplinary options/responses:

- a. Verbal
 - b. Special assignment
 - c. Behavioral contract
 - d. Counseling
 - e. Withdrawal of privileges
 - f. Detention
-

LEVEL II

LEVEL II is misbehavior whose frequency or seriousness tends to disrupt the learning climate of the school.

These infractions, which usually result from the continuation of Level I misbehaviors, require the intervention of personnel on the administrative level because the execution of Level I disciplinary options has failed to correct the situation.

Also included in this level are misbehaviors which do not represent a direct threat to the health and safety of others, but whose educational consequences are serious enough to require corrective action on the part of the administrative personnel.

1. Examples of LEVEL II student misbehavior:

- a. Unmodified Level I misconduct
- b. School tardiness
- c. Truancy
- d. Smoking
- e. Using forged notes or excuses
- f. Disruptive classroom behavior
- g. Cutting class
- h. Leaving school grounds

2. Staff procedures:

- a. The student is referred to the administrator for appropriate disciplinary action
- b. The administrator meets with the student and/or teacher and effects the most appropriate response
- c. A record of the administrator's action is available for teacher review
- d. An accurate record of the disciplinary action is maintained by the administrator
- e. Parents will be notified
- f. A parental conference may be held

3. Disciplinary options/responses:

- a. Continuation of Level I responses
 - b. Student behavior change
 - c. Behavior modification
 - d. Loss of social privileges
 - e. Peer counseling
 - f. Referral to an outside agency
 - g. Temporary suspension
 - h. In-school suspension
 - i. Time-out procedures
-

LEVEL III

Level III are acts directed against persons or property but whose consequences do not seriously endanger the health or safety of others in the school.

These acts might be considered criminal but most frequently can be handled by disciplinary mechanism in the school.

1. Examples of Level III student misbehavior:

- a. Throwing objects
- b. Unmodified Level II misconduct
- c. Insubordination
- d. Fighting (simple)
- e. Vandalism (minor)
- f. Theft
- g. Threats to others which do not explicitly state or imply serious bodily injury or harm
- h. Violation of Policy #220 Student Expression (re: unauthorized publications such as underground newspapers)
- i. An initial complaint of sexual harassment of a covert nature. This may include jokes with sexual overtones, suggestive behavior, obscene gestures, insulting sounds, picture(s) which are graphic, sexually explicit, degrading or humiliating, and/or comments emphasizing sexuality or the sexual identity of an individual.
- j. Other forms of harassment which include ethnic, racial, or religious intimidation

2. Staff procedures:

- a. The administrator investigates the infraction and confers with the staff to determine the severity of infraction.
- b. The administrator meets with the student and confers with the parent about the student's misconduct. A letter concerning the disciplinary action is issued to the parent.
- c. An accurate record of offenses and disciplinary action is maintained by the administrator.
- d. There is restitution of property and damages.

3. Disciplinary options/responses:

- a. Continuation of Level I and Level II responses
 - b. Temporary removal from class
 - c. Temporary (1-3 days) suspension
 - d. Full (4-10 days) suspension
 - e. Involvement of the police
-

LEVEL IV

LEVEL IV are acts which result in violence to another's person or property or which pose a direct threat to the health or safety of persons in the school jurisdiction.

These acts are clearly criminal and are so serious that they always require administrative actions which result in the immediate removal of the student from school.

Possession and/or use of tobacco products can impair the health of students and, as such, will be considered to be a threat to their individual safety and the health of others as it relates to second-hand smoke. Refer to Policy #222 – Tobacco Use – for progressive discipline as it relates to tobacco possession or use.

It shall be a violation of School District Policy for any student or employee to possess, handle, transmit, keep, use, or threaten to use a weapon at any time while on School District property or while going to or returning from school or a school activity, event, or function by any form of transportation including a school bus, vehicle, or on foot.

1. Examples of LEVEL IV student misbehavior:

- a. Unmodified LEVEL III misconduct
- b. Bomb threat/arson/false fire alarm/dangerous weapon(s)
- c. Assault/battery/both with or without a weapon
- d. Vandalism (major)
- e. Theft/possession/sale of stolen property
- f. Possession, use distribution, attempted distribution or being under the influence of alcohol or any controlled substance (drug) while under the school jurisdiction
- g. Threat of the use of a weapon to inflict serious bodily injury or harm including, but not limited to, the use of a weapon or toxic agents
- h. Sexual harassment of an overt nature or recurring incidents of LEVEL III sexual harassment. Overt sexual harassment may include requests for sexual favors, physical touching, fondling, pinching, kissing, exposing oneself, or sexual assault.

2. Staff procedures:

- a. The administrator verifies the offense, confers with the staff involved, and meets with the student. The student is read his/her constitutional rights.
- b. The student is immediately removed from the school environment. Parents are notified.
- c. A complete and accurate report is submitted to the Superintendent.
- d. The student is given a hearing before the Board.

3. Disciplinary options/responses:

- a. Level III disciplinary options
- b. Hearing (Superintendent)
- c. Expulsion (Board)
- d. ~~Other Board action which results in appropriate discipline~~
- e. Involvement of legal/police authority

Memorandum of Understanding

Crisis Center North and Shaler School District

School-Based Counseling Service Collaborative for

students involved directly/indirectly with

dating/domestic violence

This document will serve as a Memorandum of Understanding between Crisis Center North (CCN) and Shaler School District, for the timeframe of the entirety of the 2023-2024 school year. As such, this document identifies the roles and responsibilities of each participant organization in the implementation of the School-Based Counseling Collaborative.

- I. CCN agrees to manage and provide School-Based Counseling Services for Shaler students involved directly/indirectly with dating/domestic violence. This project will be managed in accordance with the Pennsylvania Coalition Against Domestic Violence (PCADV) and Victims of Crime Act (VOCA) guidelines for the administration of domestic violence programs and victim service provision. CCN will also provide:**

A. Administrative Support:

1. CCN's Assistant Director, or appointed organizational delegate, will:
 - a. Review and approve all changes to existing CCN policies and procedures for the project
 - b. Complete and/or oversee CCN administrative and supervisory responsibilities as they relate to the project
2. CCN's Executive Director
 - c. Serve as the sole point of contact, with regard to contractual matters with funders, as per funder guidelines
3. CCN's fiscal Director will:
 - d. Maintain financial records
 - e. Complete Fiscal reports to funders
 - f. Prepare payroll and project-related expense payments
 - g. Maintain professional liability insurance coverage

B. CCN Counselor will:

1. Provide consultation on the impact of domestic violence and dating violence on youth under 18 and their families
2. Accept referrals for service from Shaler counselors and SAP team members of students impacted or experiencing dating/domestic violence, bullying, and/or related issue
3. Facilitate individual counseling sessions with a focus on safety and empowerment and offer other CCN resources if client qualifies.
4. Create safety plans with students at risk
5. Provide opportunity for collaborative service with non-offending parent or guardian

6. Facilitate group-counseling sessions to address family violence and/or follow-up on CCN-provided prevention education programming.
7. Maintain reporting requirements and service documentation, as prescribed by funder
8. Participate in educating school faculty, staff, and parents on best practices for addressing issues of family and relationship violence.
9. Adhere to the school district policies and procedures as they relate to the project with the exception of the sharing of case documentation and records that would impact state confidentiality law. Client information will be shared among the participating systems as per each organization's respective policies and/or consent of the client (outlined in CCN's *Description of Programming and Considerations/or Service Provision in Schools*).
10. Implement all CCN policies and procedures
11. Provide a maximum of four service hours per week, with such services to be provided free of charge.

II. Shaler agrees to serve as the host to CCN's School-Based Counseling Services. As such, School District agrees to provide:

- A. Space to conduct private in-person (telehealth during COVID 19) counseling/advocacy sessions
- B. Its designee will:
 1. Orient school staff to the project and its procedures
 2. Orient CCN staff to any relevant school policies and procedures
 3. Coordinate and communicate the scheduling of students for counseling sessions with the counselor
 4. Provide quarterly feedback regarding the progress of the program to ensure satisfaction and to address any emerging issues or questions
 5. Review and understand CCN's *Description of Programming and Considerations for Service Provision in Schools (Attached)*

III. Miscellaneous

- A. This agreement shall commence upon the execution of the same by both parties and shall continue until June 30, 2024, unless earlier terminated as set forth herein. Either party may terminate this agreement, at any time with or without cause, upon thirty days written notice to the other party. All notices shall be sent and deemed given when sent by certified or registered mail or hand-delivered to the other party.
- B. Nothing contained herein shall be construed to create the relationship of principal and agent, or employer and employee, between CCN and Shaler. Any CCN employees assigned to provide services are solely the employees of CCN and shall not be entitled to participate in the employee benefit plans offered to employees of Shaler. CCN shall be solely responsible for maintaining worker's compensation, unemployment compensation, and any other similar insurance or benefits for or on behalf of its employees in full compliance with all applicable laws.

- C. CCN shall defend, indemnify, and hold Shaler and its directors, officers, employees, agents, and representatives ("indemnitees") harmless from and against any and all claims, demands, cause of action, damages, judgements, and costs and expenses (including reasonable attorney's fees) (collectively, "Losses") which arise out of or are related to CCN's performance under this Agreement including without limitation losses that arise out of or result from the negligent acts or omissions of CCN or any employee of CCN; provided in each case that Shaler shall give prompt notice, cooperation, and assistance to CCN relative to any such claim or suit, and provided further in each case that Shaler shall have the option to undertake and conduct the defense of any suit so brought (including, without limitation, selecting counsel therefore).
- D. CCN agrees that it will not disclose or make available any Confidential Information of Shaler to any person or entity, nor shall CCN cause to be made, or permit or allow, either on its own behalf or others, any use of such Confidential Information other than for the provision of Services hereunder.
- E. CCN shall procure and maintain professional liability insurance with limits acceptable to Shaler. CCN shall provide Shaler with certificates of insurance evidencing such coverage. Such certificates shall provide for thirty (30) days prior written notice to Shaler in the event of cancellation, non-renewal, or any material change in coverage.
- F. The rights and obligations of either party hereunder shall not be assigned without the prior written consent of the other party.

By:



Grace Coleman
Executive Director,
Crisis Center North
Date: 6/7/2023

By:

Administrator Signature:

Printed Name:

Administrator title:

Date: _____

ARTICLE OF AGREEMENT BETWEEN THE SHALER AREA SCHOOL DISTRICT and CRISIS CENTER NORTH

This Article of Agreement is made this 7th day of June 2023, by and between Crisis Center North and the Shaler Area School District located at 1800 Mount Royal Boulevard, Glenshaw, Pennsylvania, hereinafter referred to as the **SCHOOL DISTRICT**,

AND

CRISIS CENTER NORTH of Pittsburgh, Pennsylvania, hereinafter referred to as the **CONSULTANT** for services rendered relating to prevention education and individual school-based counseling programs.

SECTION I - NATURE OF WORK

The **CONSULTANT** will provide prevention education programs on behalf of the **SCHOOL DISTRICT** with respect to matters relating to educating students regarding healthy relationships; how to keep themselves safe; and whom to contact for help. These instructional topics are delivered through the following programs: Coaching Boys Into Men (CBIM), Challenging Athletes to Become Lifelong Leaders, Developing Healthy Relationships with Ourselves and Others (DHROO), DV101 and Healthy Relationships, Peer-to-Peer Empowerment (PPE), Writing Introspectively Together Helps Youth Overcome and Understand (WITH YOU). The **CONSULTANT** will also provide school-based counseling services to youth impacted directly or indirectly with dating/domestic violence (services outlined in separate MOU).

SECTION II - TIME DEVOTED TO WORK

The **CONSULTANT** will provide a minimum of thirty programs of service, during the school year. The days will be scheduled to best meet the needs of the **SCHOOL DISTRICT**, the services being offered, and the availability of the **CONSULTANT**. The schedule will be adjusted and agreed upon by both parties monthly.

SECTION III - PAYMENT

The **SCHOOL DISTRICT** agrees to pay the **CONSULTANT** a commitment fee established at a rate of \$1,000 per school year as billed by the **CONSULTANT** for services above in Section I of the MOU rendered to the **SCHOOL DISTRICT**. The **SCHOOL DISTRICT** will be sent an assessment by September 1 with payment from the **SCHOOL DISTRICT** due on October 1 of the current school year.

SECTION IV - STATUS OF CONSULTANT

This Article of Agreement calls for the services of the **CONSULTANT** as an independent consultant and any employees or volunteers of the **CONSULTANT** shall not be considered employees of the **SCHOOL DISTRICT** for any purpose. The **SCHOOL DISTRICT** shall not be responsible for payroll deductions, withholding taxes, unemployment compensation taxes, Social Security, or Medicare on any payments made to the **CONSULTANT**. The parties to this Article of Agreement understand and agree that the **SCHOOL DISTRICT** is not providing any life or health insurance benefits or Workers' Compensation coverage. The employees or volunteers of the **CONSULTANT** will not earn any paid holidays, vacation, or sick days to be paid by the **SCHOOL DISTRICT**.

SECTION V - MISCELLANEOUS

This Article of Agreement shall be construed under the laws of the Commonwealth of Pennsylvania and shall extend to and be binding upon the legal representatives, successors, and assigns of the respective parties hereto, and contains the entire agreement and understanding of the parties.

IN WITNESS THEREOF, the parties hereto have executed this Article of Agreement, the day and year first above written.

By:



By:

Grace Coleman

Date: 6/7/2023

Executive Director
Crisis Center North

Print name here:

Date:

Title:
Shaler Area School District

AGREEMENT

THIS AGREEMENT, entered into this 1st day of August, 2023, by and between Shaler Area School District, a school district organized and existing under the laws of the Commonwealth of Pennsylvania, with offices located at 1800 Mount Royal Blvd., Pittsburgh, Pennsylvania 15116, (hereinafter referred to as "School District") and KEYSOLUTION EDUCATION STAFFING, L.L.C. a limited liability company organized and existing under the laws of the Commonwealth of Pennsylvania with offices located at 449 Seybertown Road, East Brady, Pennsylvania 16028 hereinafter referred to as "Keysolution").

WITNESSETH

WHEREAS, Keysolution is in the business of providing certain educational services to public and private school districts; and

WHEREAS, School District desires to retain Keysolution to provide certain educational services;

NOW, THEREFORE, for and in consideration of the terms and conditions set forth herein, and other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the parties hereto, intending to be legally bound, hereby agree as follows.

1. **Scope of Services.**

Keysolution Education Staffing is hereby retained by the School District to provide the following educational services as independent contractors and not as employees.

(a) **Director of Special Education.**

Keysolution will provide the School District with services commensurate with the position of Director of Special Education which includes but may not be limited to the following:

- Supervision of Special Education Program including maintaining a compliant program according to IDEA, PA Chapter 14, 15, and 16 regulations.
- Managing the school district special education program budget.
- Work collaboratively with faculty and staff to ensure free appropriate public education is being provided to students in grades K-12 in the special education program.
- Provide professional advice and recommendations to building principals in the area of special education.
- Supervise special education faculty and related services support staff.
- Communicate effectively and in a professional manner to parents and guardians of children in the special education program.
- Additional duties as assigned by the superintendent.

Keysolution will provide services beginning August 1st, 2023 and ending on June 30th, 2024 or sooner depending on school district needs.

(b) **Administrators.**

Notwithstanding the foregoing, Keysolution reserves the right to determine which of its principal associates shall be assigned to provide services hereunder.

(c) **Facilities and Equipment.**

As part of the consideration for the services provided hereunder, the School District shall make available to Keysolution appropriate meeting rooms and office space to render the services consistent with the duties and functions of a Director of Special Education.

2. **Term.**

The term of this Agreement shall commence on the date set forth above and shall conclude on June 30th, 2024 or sooner depending on School District needs.

3. **Standard of Performance.**

(a) **Warranty.**

Keysolution warrants that all services to be rendered by it under this Agreement shall be performed in a manner consistent with generally accepted educational services, practices and standards and shall comply with the laws of the Commonwealth of Pennsylvania and the regulations of the Pennsylvania Department of Education. The warranty expressed herein is exclusive and is in lieu of all other warranties, whether expressed or implied.

(b) **Exclusive Remedy.**

For any breach of the above warranty, School District's sole and exclusive remedy, and Keysolution's sole liability, shall be the performance of the affected services. The School District must report any deficiencies in the services to Keysolution within ten (10) days of the completion of such services in order to receive warranty remedies.

(c) **Compliance with Applicable Laws.**

Each of the parties hereto shall at all times comply with any and all laws, rules, regulations, ordinances and orders of public authorities applicable thereto, whether federal, state or local. Keysolution shall provide the School District with all required clearances under the Public School Code of 1949, as amended and Act 151 (the Child Protective Services Law) for each Keysolution employee assigned to the School District. Keysolution employees will possess and maintain professional certifications that adhere to PA Department of Education

requirements and standards for each position filled. Administrative personnel will possess administrative certifications.

4. **Payment.**

The School District shall pay Keysolution in accordance with the following terms:

For the services referred to in Article 1(a), above,

Six hundred and twenty five dollars (\$625) per day for the days worked until June 30, 2024. The School District shall **not be required to pay** any other cost relating to the Keysolution's employment of personnel who render services under this contract.

The School District shall pay the fees set forth above in monthly installments based on the number of days worked per month due and payable on the 30th day or last day of each month beginning in August 2023 and ending in June 2024 respectively. If payment is received more than 45 days after invoicing the district, a 2.5% penalty will be applicable.

5. **Point of Contact.**

The School District and Keysolution shall each designate one (1) individual to serve as the primary point of contact and coordinate all activities described in this Agreement.

6. **Independent Contractor.**

Nothing in this Agreement shall be construed to create, constitute, make or otherwise give rise to a joint venture or partnership between the parties. Keysolution is retained only for the purpose and to the extent set forth in this Agreement, and Keysolution's relationship to the School District is that of an independent contractor and not an employee. Keysolution shall be responsible for any or all taxes, withholding and other payments and filings required as a result thereof. Any persons engaged by Keysolution shall be Keysolution's representatives, but not

those of the School District. Neither party hereto shall have any authority to incur any obligations, contractual or otherwise, in the name of, on behalf of, or for the account of, the other party hereto.

Keysolution shall provide the School District with a Certificate of Insurance evidencing coverage as follows:

- (a) Errors and Omissions \$500,000 per occurrence / \$500,000 aggregate;
- (b) Worker's Compensation; and
- (c) Such other insurance as may be reasonably required by the School District.

Said certificate shall include the North Allegheny School District as an additional insured.

7. **Authority to Enter into Agreement.**

Each party hereto represents and warrants to the other that it has full authority to enter into this Agreement on behalf of their respective organizations and that the entry into this Agreement will not violate the terms or conditions of any other agreement to which it is a party.

8. **Force Majeure.**

Neither party shall be considered to be in breach or default of this Agreement as a result of events beyond their reasonable control. For the purposes of this Agreement, such acts shall include, but not be limited to, acts of God, acts of nature, or other events of "force majeure" beyond the parties' reasonable control.

9. **Assignment.**

Neither party may assign or otherwise transfer its rights or obligations under this Agreement with the prior written consent of the other party hereto.

10. **Notices.**

Notices and all other communications provided for in this Agreement shall be in writing and shall be deemed to have been duly given when delivered in person or mailed by first class United States Mail, postage pre-paid, or by recognized, commercial overnight delivery service as follows:

If to Keysolution:

Keysolution Education Staffing, L.L.C.
449 Seybertown Road
East Brady, PA 16028
Attention: Dr. Richael Barger-Anderson

If to the School District:

Shaler Area SD
1800 Mount Royal Blvd.
Pittsburgh, PA 15116
Attention: Dr. Sean Aiken

or to such other address as either party may have furnished to the other in writing in accordance with this paragraph, except that notices of change of address shall be effective only upon receipt.

12. **Severability.**

The School District reserves the right to terminate the contract with KeySolution at any point during the contract for any reason. The School District agrees to give KeySolution one month notice if terminating the contract.

13. **Injunctive Relief**

The School District agrees not to solicit KeySolution employees for employment opportunities within the school district. If the district breaches the contract, Keysolution is entitled to injunctive relief of \$25,000.

14. Waivers.

The failure of any party to seek redress for violation of or to insist upon the strict performance of any covenant or condition of this Agreement shall not prevent a subsequent act, which would have originally constituted a violation, from having the effect of an original violation.

15. Rights and Remedies Cumulative.

The rights and remedies provided by this Agreement are cumulative in nature and the use of any one right or remedy by any party shall not preclude or waive the right to use any or all other remedies. Such rights and remedies are given in addition to any other rights the parties may have by law, statute, ordinance, regulation or otherwise.

16. Construction; Gender.

Whenever the singular number is used in this Agreement and when required by the context, the same shall include the plural and vice versa. The masculine gender shall include the feminine and neuter genders, and vice versa.

17. Counterparts.

This Agreement may be executed in any number of counterparts, each of which shall be an original, but all of which together shall constitute one instrument, binding upon all parties hereto.

18. Entire Agreement.

This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior agreements and understandings, whether written or oral, between the parties and may not be modified unless in writing and signed by each party.

19. Governing Law.

This Agreement shall be governed and construed in accordance with the laws of the Commonwealth of Pennsylvania.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first above written.

ATTEST:

Secretary

Shaler Area School District

By: _____
President

WITNESS:

Keysolution Education Staffing, L.L.C.

By: _____

SHALER AREA SCHOOL DISTRICT

No: 808

SECTION: OPERATIONS

TITLE: FOOD SERVICES

ADOPTED: AUGUST 19, 1998

REVISED: APRIL 16, 2003; DECEMBER 10, 2008; MAY 12, 2010; JUNE 21, 2017

808. FOOD SERVICES	
1. Purpose	The Board recognizes that students require adequate, nourishing food and beverages in order to grow, learn and maintain good health. The Board directs that students shall be provided with adequate space and time to eat meals during the school day.
2. Authority SC 504, 807.1, 1335, 1337 42 U.S.C. Sec. 1751 et seq, 1773 2 CFR Part 200 7 CFR Parts 210, 215, 220 FNS Instruction 113-1 SC 504 42 U.S.C. Sec. 1760 42 U.S.C. Sec. 1760	<p>The food service program shall be operated in compliance with all applicable state and federal laws and regulations, as well as federal guidelines established by the Child Nutrition Division of the United States Department of Agriculture (USDA).</p> <p>The district shall ensure that, in the operation of the food service program, no student, staff member, or other individual shall be discriminated against on the basis of race, color, national origin, age, sex, or disability.</p> <p>Food sold by the school may be purchased by students and district employees but only for consumption on school premises or at school-sponsored events. The price charged to students shall be established annually by the district in compliance with state and federal laws.</p> <p>Nonprogram food shall be priced to generate sufficient revenues to cover the cost of such items. A nonprogram food shall be defined as a food or beverage, other than a reimbursable meal or snack, that is sold at the school and is purchased using funds from the child nutrition account. Nonprogram foods include but are not limited to adult meals and a-la-carte items. All revenue from the sale of nonprogram food shall accrue to the child nutrition program account.</p>
3. Delegation of Responsibility SC 504	<p>Operation and supervision of the food service program shall be the responsibility of the Director of Business Affairs.</p> <p>The individual, in conjunction with the food service provider responsible for the operation and supervision of the food service program, shall present to the Board each month for its approval a statement of receipts and expenditures for cafeteria funds.</p>

SC 504, 1337	Cafeterias shall be operated on a nonprofit basis. A periodic review of the cafeteria accounts shall be made by the Director of Business Affairs.
SC 504, 1335, 1337 42 U.S.C. Sec. 1751 et seq, 1773 7 CFR Parts 210, 215, 220	The contracted food service provider responsible for the operation and supervision of the food service program shall ensure that school meals meet the standards required by the School Breakfast Program, the National School Lunch Program and the Special Milk Program.
3 Pa. C.S.A. Sec. 5713 42 U.S.C. Sec. 1758(h) 7 CFR Sec. 210.13, 210.30	<p>The Superintendent or designee shall comply with state and federal requirements for conducting cafeteria health and safety inspections and ensuring employee participation in appropriate inspection services and training programs.</p> <p>The Superintendent or designee shall develop and disseminate administrative regulations to implement this policy.</p>
FNS Instruction 113-1	The Superintendent or designee shall post this policy on the District website for students, parents/guardians, and employees concerning the contents of this policy and applicable administrative regulations.
4. Guidelines Pol. 246	<p>To reinforce the district's commitment to nutrition and student wellness, foods served in school cafeterias shall:</p> <ol style="list-style-type: none"> 1. Be carefully selected to contribute to students' nutritional well-being and health. 2. Meet the nutrition standards specified in law and regulations and approved by the Board. 3. Be prepared by methods that will retain nutritive quality, appeal to students, and foster lifelong healthy eating habits. 4. Be served in age-appropriate quantities, at reasonable prices.
SC 504	All funds derived from the operation, maintenance or sponsorship of the food service program shall be deposited in the separate cafeteria fund, in the same manner as other district funds. Such funds shall be expended in the manner approved and directed by the Board. District advances to the food service program may be returned to the district's general fund from any surplus resulting from its operation.
Pol. 610, 626	<p><u>Procurement</u></p> <p>Procurement of goods or services for the food service program shall meet the requirements of applicable law, regulations and Board policy and procedures.</p>

42 U.S.C. Sec. 1758 7 CFR Part 245	<p><u>Free/Reduced-Price Meals and Free Milk</u></p> <p>The district shall provide free and reduced-price meals and/or free milk to students in accordance with the terms and conditions of the National School Lunch Program, the School Breakfast Program, and the Special Milk Program.</p>
7 CFR Sec. 15b.40 Pol. 103.1, 113, 209.1	<p><u>Accommodating Students With Special Dietary Needs</u></p> <p>The district shall make appropriate food service and/or meal accommodations to students with special dietary needs in accordance with applicable law, regulations and Board policy.</p>
42 U.S.C. Sec. 1758(h) 7 CFR Sec. 210.13, 220.7	<p><u>School Food Safety Inspections</u></p> <p>The district shall obtain two (2) safety inspections per year in accordance with local, state, and federal laws and regulations.</p> <p>The district shall post the most recent inspection report and release a copy of the report to members of the public, upon request.</p>
42 U.S.C. Sec. 1758(h) 7 CFR Part 210, Part 220	<p><u>School Food Safety Program</u></p> <p>The district shall comply with federal requirements in developing a food safety program that enables district schools to take systematic action to prevent or minimize the risk of foodborne illness among students.</p>
7 CFR Sec. 210.9, 210.13, 220.7	<p>The district shall maintain proper sanitation and health standards in food storage, preparation and service, in accordance with applicable state and local laws and regulations and federal food safety requirements.</p>
42 U.S.C. Sec. 1751 et seq, 1773 7 CFR Sec. 210.30	<p><u>Professional Standards for Food Service Personnel</u></p> <p>The district shall comply with the professional standards for school food service personnel who manage and operate the National School Lunch and School Breakfast Programs. For purposes of this policy, professional standards include hiring standards for new food service program directors and annual continuing education/training for all individuals involved in the operation and administration of school meal programs. Such professional standards shall apply to both district-operated food service programs and contracted food service programs.</p>
	<p><u>School Meal Charges and Accounts</u></p> <p>To ensure the effective operation of the district's food service program, the district establishes the following guidelines for payment of student school meals:</p>

1. The district shall assign individual accounts to each student for the purchase of meals served in school cafeterias, which ensure that the identity of each student is protected.
2. The district shall notify students and/or parents/guardians when the student's account reaches a low balance.
3. The district shall notify students and/or parents/guardians when the student's account reaches a negative balance. The notice shall include a description of the consequences for failure to make payment.
4. The district shall provide students and/or parents/guardians with information on payment options and free and reduced-price meals and/or free milk.
5. The district may permit students to charge a meal, impose a limit on charged meals, and/or offer a reimbursable ~~or alternate~~ meal when the student forgets or loses his/her money or when his/her account has insufficient funds. Appropriate modifications to an alternate meal shall be made when required by the student's documented special dietary need.

This policy and any applicable procedures or administrative regulations regarding meal charges shall be communicated annually to school administrators, school food service personnel, other appropriate school staff, and contracted food service personnel.

The district shall provide parents/guardians with a written copy of this policy and any applicable procedures or administrative regulations at the start of each school year, when a student enrolls in school after the start of the school year, and when a parent/guardian is notified of a negative balance.

Collection of Unpaid Meal Charges

Reasonable efforts shall be made by the district to collect unpaid meal charges from parents/guardians. Efforts taken in the collection shall not have a negative impact on the student involved, but shall focus primarily on the parents/guardians responsible for providing funds for meal purchases.

References:

School Code – 24 P.S. Sec. 504, 807.1, 1335, 1337

Food Protection – 3 Pa. C.S.A. Sec. 5713

National School Lunch Program – 42 U.S.C. Sec. 1751 et seq.

School Breakfast Program – 42 U.S.C. Sec. 1773

Healthy, Hunger-Free Kids Act of 2010 – P.L. 111-296

	<p>Uniform Administrative Requirements for Federal Awards, Title 2, Code of Federal Regulations – 2 CFR Part 200</p> <p>Nondiscrimination on the Basis of Handicap in Programs or Activities Receiving Federal Financial Assistance, Title 7, Code of Federal Regulations – 7 CFR Part 15</p> <p>National Food Service Programs, Title 7, Code of Federal Regulations – 7 CFR Part 210, Part 215, Part 220, Part 245</p> <p>U.S. Department of Agriculture Food and Nutrition Service (FNS) Instruction 113-1</p> <p>Board Policy – 000, 103, 103.1, 113, 209.1, 246, 610, 626</p>
--	--

SHALER AREA SCHOOL DISTRICT

No: 137.2

SECTION: PROGRAMS

TITLE: PARTICIPATION IN COCURRICULAR ACTIVITIES & ACADEMIC COURSES BY HOME EDUCATION STUDENTS

ADOPTED:

	137.2 – Participation in Cocurricular Activities & Academic Courses by Home Education Students
Authority	The Board approves participation in the district's cocurricular activities and academic courses by a student enrolled in a home education program who meets all the requirements stated in law and Board policy.
Definition	Cocurricular activities - district activities that merge extracurricular activities with a required academic course, including but not limited to, band, orchestra and other activities that include a for-credit component that takes place during the school day.
Guidelines	<p>A home education student may participate in cocurricular activities and academic courses only at the school building the student would be assigned to if the student was enrolled in the district.</p> <p>Prior to trying-out or auditioning for a cocurricular activity or enrolling in an academic course, a home education student shall submit required documents and written verification of eligibility or completion of prerequisites to the building principal or designee. Verification may include, but not be limited to, attendance records, portfolio records documenting completion of curriculum or other documents demonstrating completion of eligibility criteria</p> <p>The following conditions shall govern participation in the district's cocurricular activities and academic courses by home education students, who shall:</p> <ol style="list-style-type: none">1. Be a resident of the district.2. Meet the required eligibility criteria or their equivalent for the cocurricular activity or the prerequisites for the academic course.3. Comply with Board policies and school rules and administrative regulations regarding student conduct in school and at school-sponsored activities.4. Comply with policies, rules and regulations, or their equivalent, of the cocurricular activity's governing organization, where applicable.5. Meet attendance and reporting requirements established for all participants of the cocurricular activity or academic course, including any sign-in and sign-out procedures for school building attendance purposes. Home education students must participate in the full class period for an academic course, unless an exception has been granted in accordance with Board policy and school rules.

Delegation of Responsibility	<p>6. Comply with all Board policies, school rules and requirements and directives of the district staff, activity advisors and administrators involved with the cocurricular activity or academic course.</p> <p><u>Academic Courses</u></p> <p>Students attending home education programs are eligible to enroll in district academic courses in accordance with law and Board policy, and may participate in academic courses equaling up to one-quarter ($\frac{1}{4}$) of the school day for full-time district students.</p> <p>The district shall provide the student's home education program supervisor with a grade for each cocurricular activity and academic course completed by a student enrolled in a home education program, in accordance with Board policy and administrative regulations. The home education program supervisor shall be responsible for maintaining the material in the student's portfolio of records.</p> <p><u>Transportation</u></p> <p>Parents/Guardians of home education students shall be responsible for transportation of students participating in district cocurricular activities and academic courses, except that a home education student may utilize district transportation to or from school during the times a bus is otherwise already operating, and space is available.</p> <p>The Superintendent or designee shall post information regarding the district's cocurricular activities and academic courses, as well as a copy of this Board policy, on the district's publicly available website and provide participation information upon request by students enrolled in home education programs or their parents/guardians.</p> <p>The building principal or designee shall request and review verification from the parent/guardian or home education program supervisor that a student has met and continues to meet the established eligibility criteria for a cocurricular activity or academic course.</p> <p>The Superintendent or designee shall establish administrative regulations for prioritization of enrollment in district cocurricular activities and academic courses based on the established number of allowable participants in designated activities and courses.</p> <p>Prioritization may be based on academic achievement, demonstration of skills or competencies, record of conduct, and other designated criteria. Students attending home education programs shall have an equal opportunity to compete for enrollment in district activities and courses, in accordance with established administrative regulations.</p>
------------------------------	--

SHALER AREA SCHOOL DISTRICT

No: 137.3

SECTION: PROGRAMS

TITLE: PARTICIPATION IN CAREER & TECHNICAL EDUCATION PROGRAMS BY HOME EDUCATION STUDENTS

ADOPTED:

Authority	137.3 – Participation in Career & Technical Education Programs by Home Education Students
Guidelines	<p>The Board approves participation in a career and technical education program by a student enrolled in a home education program who meets all the requirements stated in law and Board policy.</p> <p>Students attending home education programs shall be eligible to participate in a career and technical education program at A.W. Beattie Career Center, in accordance with the Articles of Agreement and center admission policy and procedures, on the same basis as other district students.</p> <p>Students attending home education programs shall be given an equal opportunity to apply for placement in available programs at A.W. Beattie Career Center.</p> <p>Prior to enrolling in a career and technical education program, a home education student shall submit required documents and written verification of eligibility or completion of prerequisites to the building principal or designee. Verification may include, but not be limited to, attendance records, portfolio records documenting completion of curriculum or other documents demonstrating completion of eligibility criteria.</p> <p>The following conditions shall govern participation in career and technical education programs by home education students, who shall:</p> <ol style="list-style-type: none">1. Be a resident of the district.2. Meet the required eligibility criteria or their equivalent or the prerequisites for the career and technical education program.3. Comply with applicable policies and school rules and administrative regulations of A.W. Beattie Career Center and of the district regarding student conduct in school and at school-sponsored activities.4. Meet attendance and reporting requirements established for all participants of the career and technical education program, including any sign-in and sign-out procedures for building attendance purposes. Home education students must participate in the required courses for the program on the same basis as students enrolled in the district, unless an exception has been granted in accordance with applicable Board policy and school or program rules. <p>The A.W. Beattie Career Center shall provide the student's home education program supervisor with a grade for each career and technical education program course</p>

Delegation of Responsibility	<p>completed by a student enrolled in a home education program, in accordance with Board policy and administrative regulations. The home education program supervisor shall be responsible for maintaining the material in the student's portfolio of records.</p> <p><u>Transportation</u></p> <p>Students attending home education programs who participate in career and technical education programs may use district transportation to or from the career and technical education program during the times when district transportation is already operating, and space is available in addition to full-time district students.</p> <p>The Superintendent or designee shall post information regarding the district's options for career and technical education programs, as well as a copy of this Board policy, on the district's publicly available website and provide information upon request by students enrolled in home education programs or their parents/guardians.</p> <p>The building principal or designee shall request and review verification from the parent/guardian or home education program supervisor that a student has met and continues to meet the established eligibility criteria for participation in career and technical education programs.</p> <p>The Superintendent or designee shall establish administrative regulations for prioritization of enrollment in career and technical education programs, in accordance with the Articles of Agreement and the established number of allowable participants for designated programs at A.W. Beattie Career Center based on the established number of allowable participants in designated district programs.</p> <p>Prioritization may be based on academic achievement, demonstration of skills or competencies, record of conduct, and other designated criteria. Students attending home education programs shall have an equal opportunity to compete for program enrollment, in accordance with established administrative regulations.</p>
------------------------------	---

SHALER AREA SCHOOL DISTRICT

No: 137

SECTION: PROGRAMS

TITLE: HOME EDUCATION PROGRAMS

ADOPTED: APRIL 15, 1998

REVISED: JUNE 16, 1999; MAY 12, 2004; MAY 18, 2005; MARCH 16, 2016

137. HOME EDUCATION PROGRAMS	
1. Authority	Home Education programs for students residing in the School District shall be conducted in accordance with state law and regulations.
2. Definitions	<p>Appropriate education - a program consisting of instruction in the required subjects for the time required by law and in which the student demonstrates sustained progress in the overall program.</p> <p>Hearing examiner - shall not be an officer, employee or agent of the Department of Education or of the school district or intermediate unit of residence of the child in the home education program.</p> <p>Home education program - a program conducted in compliance with law by the parent/guardian or person having legal custody of a child. A home education program shall not be considered a nonpublic school under the provisions of law.</p> <p>Supervisor - the parent/guardian or person having legal custody of a child who is responsible for providing instruction, provided that such person has a high school diploma or its equivalent.</p>
3. Delegation of Responsibility	The Superintendent or designee shall develop and distribute administrative regulations for registering and monitoring home education programs and maintaining appropriate records in accordance with law.
4. Guidelines	<p><u>Notarized Affidavit</u></p> <p>Prior to the commencement of the home education program, and annually thereafter on August 1, the parent/guardian or other person having legal custody of the child or children shall file a notarized affidavit with the Superintendent, which contains certification that the supervisor of the home education program and all adults living in the home and persons having legal custody of a child or children in the home education program have not been convicted of criminal offenses enumerated in School Code, in accordance with law. The affidavit shall include all information required by law.</p> <p><u>Instructional Program</u></p> <p>The instructional program for home education students shall include such courses as required by law.</p>

Loan of Instructional Materials

At the request of the supervisor, the district shall lend to the home education program copies of the school's planned courses, textbooks and curriculum materials appropriate to the student's age and grade level.

Student Portfolio and Evaluations

For each student participating in a home education program, the supervisor shall:

1. Maintain a portfolio of records and materials, **in accordance with applicable law.**
2. Provide an annual written evaluation of the student's educational progress, **in accordance with applicable law.**

Graduation Requirements

The following minimum courses in grades 9 through 12 are established as a requirement for graduation in a home education program: four (4) years of English; three (3) years of mathematics; three (3) years of science; three (3) years of social studies; and two (2) years of arts and humanities.

Diplomas

Students who complete all of the graduation requirements of the home education program shall receive a high school diploma issued by the supervisor or an approved diploma-granting organization.

Students With Disabilities

A home education program meets compulsory attendance requirements for a student with a disability only when the program addresses the specific needs of the student and is approved by a teacher with a valid Pennsylvania certificate to teach special education, a licensed clinical psychologist or a certified school psychologist. Written notice of such approval must be submitted with the required affidavit.

The supervisor may request that the school district or intermediate unit of residence provide services that address the specific needs of a student with a disability.

When the provision of services is agreed to by both the supervisor and the school district or intermediate unit, all services shall be provided in public schools or in a private school licensed to provide such programs and services.

Appropriate Education/Compliance

A home education evaluator shall certify that an appropriate education is occurring in the home education program. The supervisor shall submit the certification to the Superintendent by June 30 of each year. If the supervisor fails to submit the certification, the Superintendent shall send a letter to the supervisor notifying the supervisor that s/he has ten (10) days to submit the certification.

If the Superintendent has a reasonable belief at any time during the school year that appropriate education may not be occurring in the home education program, the Superintendent may submit a letter to the supervisor requiring an evaluation to be conducted and that an evaluator's certification stating that an appropriate education is occurring shall be submitted to the district by the supervisor within thirty (30) days. The letter shall include the basis for the Superintendent's reasonable belief.

If the Superintendent has a reasonable belief that the home education program is out of compliance, the Superintendent shall submit a letter to the supervisor requiring a certification be submitted within thirty (30) days indicating the program is in compliance. The letter shall include the basis for the Superintendent's reasonable belief.

As required by law, all letters shall be sent by certified mail, return receipt requested, and the time for submission of the requested documentation begins upon receipt of the letter.

Hearings

If the supervisor fails to submit a certification as required, the Board shall provide a hearing by a qualified and impartial hearing examiner within thirty (30) days.

If the hearing examiner finds that an appropriate education is not taking place in the home education program, the home education program will be determined out of compliance; and the student will be enrolled promptly in a public school, a nonpublic school or a licensed private academic school.

If a home education program has been determined to be out of compliance, the supervisor or spouse of the supervisor of the home education program is prohibited by law from supervising a home education program for that child or children for a period of twelve (12) months from the date of such determination.

Appeal

The supervisor or Superintendent may appeal the decision of the hearing examiner to the Secretary of Education, Commonwealth Court or Court of Common Pleas. The home education program may continue during the appeals process.

Transfers

If a home education program is relocating to another Pennsylvania school district, the supervisor must request from the Superintendent a letter of transfer for the home education program. The request must be made by registered mail thirty (30) days prior to relocation.

The Superintendent shall issue the letter of transfer within thirty (30) days after receipt of the supervisor's registered mail request.

The supervisor shall file the letter of transfer with the Superintendent of the new district of residence.

If a home education program is out of compliance, the Superintendent shall inform the home education supervisor and Superintendent of the new district of residence of this status and the reason for denial of the transfer letter.

If a home education program is in hearing procedures, the Superintendent shall inform the home education supervisor, hearing examiner and Superintendent of the new district of residence of this status and the reason for denial of the transfer letter.

If the Superintendent is informed of pending proceedings related to a home education program relocating to the district, s/he shall continue the home education program until the appeal process is finalized.

References:

School Code – 24 P.S. Sec. 111, 1327, 1327.1

State Board of Education Regulations – 22 PA Code Sec. 11.31a, 11.33

Board Policy – 137.1, 203, 209

SHALER AREA SCHOOL DISTRICT

No: 137.1

SECTION: PROGRAMS

TITLE: EXTRACURRICULAR PARTICIPATION BY HOME EDUCATION STUDENTS

ADOPTED: AUGUST 18, 2021

137.1 – Extracurricular Participation by Home Education Students	
1. Authority	<p>The Board shall approve participation in the district's extracurricular activities and interscholastic athletic programs by a student enrolled in a home education program who meets all the requirements stated in law and Board policy.</p> <p>The Board shall not provide individual transportation for students enrolled in home education programs who participate in the district's extracurricular activities or interscholastic athletic programs. When the district provides transportation to and from an away competition, game, event or exhibition and requires district students to use district transportation, home education students shall be required to use the transportation provided by the district.</p>
2. Guidelines	<p>Students attending home education programs shall be given an equal opportunity to compete for positions and participate in district extracurricular activities and interscholastic athletic programs, including, as applicable, Junior Reserve Officers' Training Corps (JROTC) units.</p> <p>A home education student may participate in extracurricular activities and interscholastic athletic programs only at the school building the student would be assigned to if the student was enrolled in the school district.</p> <p>Prior to trying-out or joining an activity, a home education student shall submit required documents and written verification of eligibility to the building principal or designee. Verification may include, but not be limited to, attendance records, weekly grades or academic achievement or other documents demonstrating completion of eligibility criteria.</p> <p>To be considered in attendance in accordance with Board policy, the home education student must participate in a full, normally scheduled academic program, in accordance with the planned home education program and submitted documentation.</p> <p>The following conditions shall govern participation in the district's extracurricular activities and interscholastic athletic programs by home education students, who shall:</p> <ol style="list-style-type: none">1. Be a resident of the school district.2. Meet the required eligibility criteria.3. Maintain appropriate insurance coverage, consistent with the coverage requirements for district students.

<p>3. Delegation of Responsibility</p>	<ol style="list-style-type: none"> 4. Comply with Board policies and school rules and administrative regulations regarding extracurricular activities, interscholastic athletics, and student conduct. 5. Comply with policies, rules and regulations, or their equivalent, of the activity's governing organization. 6. Meet attendance and reporting requirements established for all participants of the activity or program. 7. Meet the requirements for physical examinations and physical fitness and any height and/or weight restrictions. 8. Comply with all requirements and directives of the district staff, coaches, activity advisors and administrators involved with the extracurricular activity or interscholastic athletic program. <p>The Superintendent or designee shall post information regarding the availability of the district's extracurricular activities and interscholastic athletics programs, as well as a copy of this Board policy, on the district's publicly available website and provide participation information upon request by students enrolled in home education programs or their parents/guardians.</p> <p>The building principal or designee shall distribute eligibility criteria regarding student participation in extracurricular activities and interscholastic athletics, and information on the dates and times of physical examinations or medical tests provided to students by the district. Such information shall be distributed through student handbooks, other publications and on the district's publicly available website.</p> <p>The building principal or designee shall receive and review verification from the parent/guardian or home education program supervisor that a student has met and continues to meet the established eligibility criteria for an extracurricular activity or interscholastic athletic program.</p> <p><u>Legal References</u></p> <ol style="list-style-type: none"> 1. 24 P.S. 1327.1 2. 24 P.S. 511 3. Pol. 122 4. Pol. 123 5. Pol. 237 6. 10 U.S.C. 2031 7. Pol. 204 8. Pol. 208
--	---

SHALER AREA SCHOOL DISTRICT

No: 906

SECTION: COMMUNITY
TITLE: PUBLIC COMPLAINT PROCEDURES
ADOPTED: SEPTEMBER 16, 1998
REVISED: MARCH 19, 2008

906 – Public Complaint Procedures	
Purpose	<p>The Board welcomes inquiries, suggestions, and constructive criticism from parents/guardians, district residents or community groups regarding the district's programs, personnel, operations and facilities. The Board adopts this policy to establish procedures for seeking appropriate resolution to complaints.</p>
Authority	<p>The Board encourages parents/guardians, district residents or community groups who have general complaints about Board policy and district procedures, district programs, personnel, operations and facilities to follow the general complaint procedure established in this policy.</p> <p>The Board directs parents/guardians, other individuals and organizations alleging violations of law in the district's administration of federally-funded programs to submit complaints in accordance with the separate federal program complaint procedure established in this policy.</p> <p>The Board shall ensure that this policy is posted on the district's publicly accessible website in accordance with law.</p>
Delegation of Responsibility	<p>The district shall annually notify parents/guardians, employees and the public of this policy and established complaint procedures via the district website, newsletters, posted notices and/or other efficient communication methods.</p>
Guidelines	<p><u>General Complaint Procedure</u></p> <p>It is the intent of the Board that complaints, concerns and suggestions be addressed and/or resolved at the lowest appropriate level.</p> <p>At all levels of this procedure, district employees shall make a determination as to whether the complaint should proceed as outlined in this policy or if the complaint should be submitted through a specialized complaint process addressed in a separate Board policy, district procedure or administrative regulation that is directly related to the nature of the complaint.</p> <p>General complaints about Board policy and district procedures, programs, personnel, operations and facilities shall begin with an informal, direct discussion between the complainant and district employee who is most directly involved.</p> <p>The employee shall attempt to provide a reasonable explanation or take appropriate action within the employee's authority. The employee shall report the matter and the resolution to the building principal or immediate supervisor.</p>

When an informal discussion fails to resolve the complaint, the following procedure shall be used.

First Level - If a satisfactory resolution is not achieved by discussion with the employee, the complainant shall submit a written complaint to the building principal or designee and a conference shall be scheduled with the complainant. The written complaint shall include the contact information of the person or group filing the complaint, the specific nature of the complaint, a brief statement of relevant facts, how the complainant has been affected adversely, and the action requested. The building principal or designee shall provide a written response to the complainant.

Second Level - If a satisfactory resolution is not achieved through a conference with the building principal or designee, the complaint shall be referred to the Superintendent or designee. The Superintendent or designee shall review the complaint and may schedule a conference with the complainant. The Superintendent or designee shall provide a written response to the complainant.

Third Level - If a satisfactory resolution is not achieved through referral to the Superintendent or designee or if resolution of the complaint is beyond his/her authority and requires Board action, the Superintendent or designee shall refer the complaint to the Board.

The Board, after reviewing all information relative to the complaint, shall provide the complainant with its written response. The Board may, at its discretion, grant a hearing before the Board or a committee of the Board. If a hearing is granted, the complainant shall be advised of the Board's response, in writing, no more than thirty (30) days following the hearing.

Any requests, suggestions or complaints first directed to individual Board members and/or the Board shall be referred to the Superintendent for consideration, investigation and action. If further action is warranted, based on the initial investigation, such action shall be in accordance with the procedures outlined above.

Complaint Procedure for Federal Programs

Complaints alleging violations of law in the district's administration of federally-funded programs shall be processed in accordance with the following procedure.

The complainant shall submit a written, signed statement to the district's administration office that includes:

1. Contact information of the individual or organization filing the complaint.
2. Alleged federal program violation.
3. Facts supporting the alleged violation.
4. Supporting documentation, such as information on discussions, correspondence, or meetings with district staff regarding the complaint.

District staff shall forward complaints to the district administrator responsible for federal programs, who will notify the Superintendent and acknowledge receipt of the complaint in writing.

The district administrator responsible for federal programs shall conduct an independent investigation, which may include, but not be limited to:

1. On-site visit to the building that is the subject of the complaint.
2. Opportunity to present evidence by all individuals and/or organizations involved.
3. Opportunity for participants to ask questions of each other and witnesses.

When the investigation is completed, the district administrator responsible for federal programs shall prepare a written report with a recommendation for resolving the complaint. The report shall include:

1. Name of the individual or organization filing the complaint.
2. Nature of the complaint
3. Summary of the investigation.
4. Recommended resolution.
5. Reasons for the recommended resolution.

The district administrator responsible for federal programs shall submit the written report to the Superintendent, who will determine whether further investigation is required and/or the district's final response.

All individuals and/or organizations making the complaint or that are the subject of the complaint shall be notified of the resolution of the complaint by the Superintendent or designee.

The district administrator responsible for federal programs shall ensure that the resolution of the complaint is implemented.

The time period between receipt and resolution of a complaint shall not exceed sixty (60) calendar days, unless circumstances require additional time.

The complainant may appeal the final resolution to the Pennsylvania Department of Education.

Division Chief
Division of Federal Programs
PA Department of Education
333 Market Street
Harrisburg, PA 17126-0333