

**SHALER AREA SCHOOL DISTRICT**  
**Combined COW/Voting Meeting**  
**Shaler Area Administrative Offices / Virtual**  
**February 21, 2024**

<u>ITEM</u> #	<u>EDUCATION ITEMS RECOMMENDED FOR APPROVAL</u>	<u>SUP</u> #	<u>ACTION</u> <u>TAKEN</u>
A.1	Approve the Shaler Area School District Calendar for the 2024-25 school year.	A1	_____
A.2	Approve the PA School Code, Section 1502 Resolution – Official Local School District Holidays for the 2024-25 school year as follows: November 29, 2024 December 24, 2024 December 26, 2024 April 18, 2025	A.2	_____
A.3	Approve the dates of Shaler Area’s STEM Camp for June 17-20, 2024 to be held at Scott Primary School.		_____
A.4	Approve the dates for Extended School Year – July 8 to August 1, 2024, Monday thru Thursday, from 9:00 a.m. to 12:00 noon, at Scott Primary School.		_____
A.5	Approve an agreement with Steel City Academies, West Mifflin, to provide educational services for a special education/regular education student during the 2023-24 school year.	A.5	_____
A.6	Approve the adoption of the Allegheny Intermediate Unit’s approved LEA policies, procedures, and use of funds.	A.6	_____
A.7	Approve the IDEA-Part B Use of Funds Agreement 2024-2025 with the Allegheny Intermediate Unit. Funds shall be used to support appropriate services to school age children who are eligible for services through these funds.	A.7	_____

Information Items:

1. Mr. Jason Purring, high school social studies teacher, is offering students a trip to Costa Rica during spring break 2025. The cost to each student is \$2,989 which includes airfare, hotel (7 nights), 3 meals daily, full-service tour director, and all excursions. No cost to the district.
2. Mr. Purring is also offering a trip to Athens, Greece and Turkey, July 24-August 2, 2025. Cost to each student is \$4,649 which includes round-trip airfare, transportation, hotels, breakfast and dinner daily, full-time tour director, daily activities and entry to all attractions. No cost to the district.
3. Student Representatives - Isabelle Dutkovic & Eleni Karnavas
4. Shaler Area Education Foundation – Mrs. Phillips
5. Superintendent’s Report – Dr. Aiken



# Shaler Area School District

## 2024-25 School Calendar

August 2024						
S	M	T	W	T	F	S
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31

September 2024						
S	M	T	W	T	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30					

October 2024						
S	M	T	W	T	F	S
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31		

November 2024						
S	M	T	W	T	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30

December 2024						
S	M	T	W	T	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

January 2025						
S	M	T	W	T	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

February 2025						
S	M	T	W	T	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	

### August

13, 14 – New Teacher In-Service  
15, 16, 19, 20 – K-12 Teacher In-Service  
19 – SAES Back to School Night  
20 – Orientation for K, 4, 7, & 9  
**21 – First Day for Students**  
29 – BUR/MAR/RES/SCOTT Curriculum Night

### September

2 – Labor Day – School Closed  
5 – SAHS Fall Open House  
10 – SAMS Curriculum Night  
TBD – Early Dismissal K-12  
TBD – Homecoming

### October

14 – Teacher In-Service No School

### November

1 – End of 1<sup>st</sup> 9 weeks  
5 – Election Day (Act 80) Parent Conferences K-8  
In-Service Teachers 9-12  
27 – Early Dismissal K-12  
28-29 – Thanksgiving Break – School Closed

### December

2 – Thanksgiving Break – School Closed  
20 – Early Dismissal K-12  
23-31 – Holiday Break – School Closed

### January

1 – Holiday Break – School Closed  
17 – End of 1<sup>st</sup> Semester  
20, 21 – Teacher In-Service – No School  
22 – Beginning of 2<sup>nd</sup> Semester  
29 – K-3 Parent Conferences

### February

17 – Teacher In-Service – No School  
20 – SAHS Curriculum Night

### March

7 – Teacher In-Service – No School  
21 – End of 3<sup>rd</sup> 9 weeks

### April

14-18 – Spring Break

### May

20 – Primary Elections (Act 80)  
23 – Prom (Early Dismissal – High School Only)  
26 – Memorial Day – School Closed  
28, 29, 30 – Early Dismissal K-12  
**30 – Graduation**

### June

2 – Teacher Clerical Day

March 2025						
S	M	T	W	T	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					

April 2025						
S	M	T	W	T	F	S
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30			

May 2025						
S	M	T	W	T	F	S
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31

June 2025						
S	M	T	W	T	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30					

### KEY

**No School – Teachers & Students**

**Teachers' In-Service – No School for Students**

**Early Dismissal**

**School Cancellations – Make-up days will be used in the following order:**

**#1 – 4/14/25      #3 – 4/16/25**

**#2 – 4/15/25      #4 – 4/17/25**

### TESTING

#### PSSA:

Grades 3-8: April 21 – May 2, 2025

#### Keystone Exams:

Winter 2024 – December 4-18, 2024

Spring 2025 – May 12-23, 2025

# SHALER AREA SCHOOL DISTRICT

## PA School Code, Section 1502 Resolution

### Official 2024-2025 Local School District Holidays

**Whereas** the Pennsylvania School Code in Section 1502 permits a local school district, prior to the start of the school year, to designate five “official local school district holidays” in addition to the legal holidays specified in the School Code as protected holidays for all school districts, which are: **July 4; Thanksgiving; December 25; January 1; and Memorial Day** and

**Whereas** the 2024-2025 school year in the Shaler Area School District begins on August 15, 2024 for teachers and August 21, 2024 for students by virtue of adoption of the **2024-2025** School Calendar by the Shaler Area School Board on **February 21, 2024**; and

**Whereas** this Section 1502 resolution is also being adopted as a separate Board motion on this **21<sup>st</sup> day of February 2024** and prior to the beginning of the start of the **2024-2025** school year,

**Therefore, be it resolved** that the Shaler Area School Board designates the following days as Section 1502 Official Local School District Holidays for the **2024-2025** school year: **November 29, 2024; December 24, 2024; December 26, 2024; and April 18, 2025.**

**February 21, 2024**

**Date**

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**Sherri Jaffee, Board Secretary**

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**Dr. April Kwiatkowski, Board President**

# Steel City ♦ Academies

*Helping Children, Preserving Families, and Strengthening Communities*

## Request for Services 2023-2024 School Year

Steel City Academies  
3000 Lebanon Church Rd.  
West Mifflin, PA 15122

Student Name:  
PA Secure ID:  
Student DOB:  
Grade:

School District of Residence:

Educational services for a special education/ regular education student at the Steel City Academies are requested for the above-named student. These educational services shall be provided in compliance with all applicable stand standards for the provision of special or individualized education programs.

The district agrees to bear the cost for instruction and administration of the instructional program for this student at the educational rate of **\$200.00** per scheduled school day. This rate is calculated for the **1<sup>st</sup> day** after the district is notified of the student's acceptance to Steel City Academies program until notification of withdrawal.

Notification must be made in writing (letter or e-mail) directly to the Director of Education of this program, Dr. Krisa Franzetta ( [kfranzetta@steelcityacademies.org](mailto:kfranzetta@steelcityacademies.org) ), within **3 days** of the student's withdrawal. Tuition **is not** affected by attendance. Steel City Academies shall invoice the district monthly for the student per diem costs.

**The district will continue to be responsible for all charges until Steel City Academies receives written notification of withdrawal.** Steel City Academies will then release the district of all responsibilities of educational cost for this student.

Enrollment Date:

Date \_\_\_\_\_

Signed \_\_\_\_\_  
Sending School District Superintendent or Designee

Date \_\_\_\_\_

Signed \_\_\_\_\_  
Steel City Academies CEO/Owner or Designee

Upon student discharge from Steel City Academies, as per Steel City Academies Record Retention Policy, student records will be returned to the home school district. Steel City Academies will maintain student enrollment and referral information permanently.

**STEEL CITY ACADEMIES  
TUITION SERVICES AGREEMENT**

THIS AGREEMENT, entered into this 9 day of February 2024, is made by and between STEEL CITY ACADEMIES, a licensed private school having a principal place of operations at 3000 Lebanon Church Road, West Mifflin, PA 15122 (hereinafter referred to as "SCA")

A  
N  
D

The Shaler Area School District, having its administrative offices at 1800 Mt. Royal Blvd., Glenshaw PA 15116 (hereinafter referred to as "School Entity").

**WITNESSETH:**

WHEREAS, SCA is a licensed private school operating a regular education program for students in grades 1 through 8 and a special education program for students in grades 1 through 12; and

WHEREAS, School Entity and SCA wish to enter into a contractual arrangement where SCA will provide certain educational services at the request of the School Entity.

NOW, THEREFORE, in accordance with the aforementioned recitals, in consideration of the mutual promises herein, and with intent to be legally bound, the Parties agree as follows:

1. **Services.** SCA shall provide regular and/or special education services pursuant to its private academic school license. School Entity shall receive the services identified in the Request for Services/Cost Sheet executed between SCA and School Entity, attached hereto and incorporated herein as Exhibit A. Services will not begin until all required enrollment forms and documents, including execution of this Agreement and Exhibit A, are completed and returned to SCA.
2. **Tuition Rate(s).** Tuition and costs for the services provided by SCA to School Entity shall be paid on a monthly basis by School Entity as outlined in the Request for Services/Cost Sheet in Exhibit A. Tuition is not affected by attendance of School Entity's student(s) enrolled in SCA. School Entity will continue to be responsible for all tuition and cost charges until SCA receives timely written notification of a student's withdrawal, at which point SCA will release the School Entity of tuition and cost responsibility for the student. Notice of withdrawal is considered timely if received within 3 days of student's withdrawal.
3. **Invoicing/Late Payments.** Invoices will be issued to the School Entity on a monthly basis. All payments shall be mailed to the following address within thirty (30) days of the invoice date:

Steel City Academies  
Attn: Finance Director  
3000 Lebanon Church Road

West Mifflin, PA 15122

A late fee of 1.5% or the maximum amount permitted by law, whichever is less, may be charged for any overdue payments. Payments that are sixty (60) days or more past due may result in termination of this Agreement. Termination of this Agreement shall not affect SCA's right to pursue recovery of any payments or other amounts owed under this Agreement.

4. **Term.** This Agreement shall be in effect for the term commencing January 23, 2024 and shall continue in full force and effect until July 31, 2024 unless otherwise terminated as provided herein.
5. **Compliance with Statutes, Regulations and Guidelines.** SCA and School Entity warrant to each other that they shall both comply with all applicable state and federal statutes, regulations, guidelines, and requirements issued by the Pennsylvania Department of Education, U.S. Department of Education, or any other applicable statutes, regulations, guidelines, or requirements affecting educational services governed by this Agreement.
6. **Nondiscrimination.** SCA shall not discriminate against any employee or applicant for employment on the basis of age, race, creed, color, national origin, ancestry, marital status, or gender (including gender identity or expression). Further, SCA will admit any children of any race, creed, color, national origin, ancestry, marital status or gender (including gender identity or expression) who meet enrollment criteria for SCA's programs. SCA will not discriminate on the basis of race, creed, color, national origin, ancestry, marital status or gender (including gender identity or expression) in administration of its educational programs and activities.
7. **Transportation.** School Entity shall be responsible for transporting its students to SCA in accordance with SCA's published school calendar.
8. **School Food Service.** SCA shall provide all food service via contracted services and shall meet all state and local requirements regarding food safety, inspections, and sanitation.
9. **Termination – School Entity.** School Entity retains the right to terminate or not renew this Agreement after written notice of default and a thirty (30) day opportunity to cure said default by SCA.
10. **Termination – SCA.** SCA retains the right to terminate or not renew this Agreement after written notice of default and a thirty (30) day opportunity to cure default by School Entity for any of the following reasons:
  - a. One or more material violations of this Agreement;
  - b. Failure to timely comply with SCA's requests for information regarding any students, or failure to cooperate with SCA staff regarding any procedures set forth herein or in connecting enrollment documents shared with School Entity;
  - c. Failure to make any payment required hereunder or pay any SCA invoice when due;

- d. In the event School Entity is or becomes insolvent or is declared a distressed district under applicable law;
  - e. Violation of any provision of state or federal law.
11. **Nonwaiver of Breach.** Failure of either Party to enforce any provision of this Agreement is not to be construed as a waiver or limitation of the party's right to subsequently enforce and compel compliance with the provisions of this Agreement.
12. **Indemnification and Hold Harmless.** Each party agrees to indemnify and hold harmless the other party (the "Indemnified Party") and the other parties' officers, directors, employees, and agents from and against all claims, damages, losses, costs, causes of action, expenses (including reasonable attorney's fees) and liabilities, as follows: (a) to the extent that any claim is asserted regarding compliance with the Individuals with Disabilities Act (IDEA) or other applicable special education requirement, or to the extent that the School Entity fails to fulfill any term, covenant, or condition of this Agreement, School Entity agrees to hold SCA harmless and indemnify SCA regarding any claims related to same, including all costs and attorney's fees; (b) to the extent that any claim of negligence is asserted by a third party regarding SCA's failure to comply with applicable statutes or regulations and fails to fulfill any term, covenant or condition of this Agreement, causing the School Entity to be a defendant in litigation by a third party, SCA agrees to hold the School Entity harmless and indemnify the School Entity including costs and attorney's fees.
13. **Insurance.** SCA shall maintain liability insurance for its employees and its educational program with a combined single limit of One Million Dollars (\$1,000,000) for each occurrence. Such insurance shall cover the activities of SCA and its employees and agents under this Agreement. A copy of the liability coverage is available to School Entity upon request and is on file at SCA's principal place of operations.
14. **Governing Law, Jurisdiction and Venue.** This Agreement was made in the Commonwealth of Pennsylvania and shall be interpreted and enforced under the laws of the Commonwealth of Pennsylvania. All legal action related to this Agreement shall be commenced in the Court of Common Pleas of Allegheny County.
15. **Resolution of Disputes.** In the event that any dispute arises under this Agreement, the Parties shall seek to resolve the dispute as expeditiously as possible, with a mutual understanding that the interests of the School Entity's enrolled student shall be of foremost concern in resolving the dispute.
16. **Severability.** In the event any provision of this Agreement shall become invalid or unenforceable in whole or in part, for any reason, the remaining provisions shall remain valid and binding.
17. **Entire Agreement.** This Agreement, including its Exhibits, contains the entire agreement of the Parties and there are no other promises or conditions in any other agreement whether oral or written. This Agreement supersedes any prior written or oral agreement between the parties.

18. **Assignment**. SCA agrees that this Agreement may not be assigned or transferred by SCA or School Entity. This Agreement shall be binding upon and shall inure to the benefit of the successors and assigns of the School Entity.
19. **Amendment**. This Agreement may be modified or amended so long as such amendment is made in writing and executed by both Parties.
20. **Force Majeure**. If either party is delayed or prevented from performance of any act required under this Agreement because of an act of God, natural disaster, fire, weather emergency, epidemic, government act, act of terrorism, or labor strike or lock-out, such performance shall be excused. This clause shall only apply to events beyond the control of the non-performing party that are not due to any fault or negligence of the non-performing party.
21. **Counterparts**. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all such counterparts together constitute one and the same Agreement.
22. **Notices**. All Notices required under this Agreement shall be delivered via certified mail, return receipt requested or Federal Express delivery service to the following parties at the addresses set forth below:

Steel City Academies  
3000 Lebanon Church Road  
West Mifflin, PA 15122

Shaler Area School District  
1800 Mt. Royal Blvd.  
Glenshaw, PA 15116

23. **Board Action**. By executing this Agreement, School Entity confirms that all necessary Board action has been approved and obtained prior to the execution hereof.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be duly executed as of the date first listed above.

STEEL CITY ACADEMIES

Shaler Area School District

  
By Electronic (Feb 9, 2024 11:12 EST)

Chief Executive Officer

02/09/2024

Date

Date



**(ATTACHMENT A)  
NOTICE OF ADOPTION OF APPROVED LEA  
POLICIES, PROCEDURES AND USE OF FUNDS  
BY SCHOOL DISTRICT**

The Shaler Area School District hereby gives notice of its adoption of the Allegheny Intermediate Unit's policies and procedures under the federal requirements of 34 CFR PART 300<sup>1</sup>. A copy of the policies and procedures are maintained for review in the administrative offices. The IU-adopted policies and procedures are implemented to fulfill the requirements of 22 PA Code Chapter 14 and the regulatory requirements under the Individuals with Disabilities Education Act – Part B. The Subgrantee has in effect policies and procedures whereby the SEA may, through corrective action for failure to comply with Part B of the act, exercise its general supervisory authority to withhold all direct or indirect subsidies for special education and related services provided by the SEA to public agencies with the responsibility to offer a free appropriate public education to eligible children. (20 U.S.C. Section 1412 (11), 34 C.F.R. Section 300.151, and 34 C.F.R. Section 300.608).

**2/21/2024**

Signature of Superintendent of the School District \*

Date

\*By entering your name electronically, you acknowledge your receipt of this document. Your electronic signature will serve as the equivalent of your manual signature. Please click the box to lock this form. ☐

<sup>1</sup>Federal requirements including, but not limited to:

- §300.101-§300.123 FAPE Requirements, LRE, Additional Eligibility Requirements
  - §300.145-§300.148 Children with Disabilities in Private Schools Placed or Referred by Public Agencies
  - §300.154 Parental Consent to Access Public Benefits or Insurance
  - §300.200-§300.226 Local Educational Agency Eligibility
  - §300.229 Disciplinary information
  - §300.300-§300.536 Evaluations, Eligibility Determinations, IEP and Educational Placements, Procedural Safeguards, and Discipline Procedures
  - §300.610-§300.624 Confidentiality of Information
- Revised January 2024

**IDEA-Part B  
Use of Funds  
Agreement 2024-2025**

Sub-grant agreement for Implementation of Individuals with Disabilities Act – Part B, by and between Allegheny Intermediate Unit #3 (hereinafter called "IU") and \_\_\_\_\_ (hereinafter called "School District") enter into for the project period July 1, 2024 through June 30, 2025.

The School District hereby agrees and assures that:

- A. The development and execution of this agreement shall be in accordance with IDEA; program guides issued by USDE; guidelines and directives issued by Pennsylvania Department of Education; the terms of this agreement; and the provisions of the State IDEA Plan applicable to the period of this agreement. This agreement shall be subject to the provisions of all pertinent Federal and Pennsylvania laws, regulations, and standards, as outlined in the IDEA Contract between Allegheny Intermediate Unit #3 and the Pennsylvania Department of Education.
- B. Funds shall be used to support appropriate services to school age children who are eligible for services through these funds.
- C. School District must submit to the Intermediate Unit how IDEA pass through funds will be used. Any changes in use of IDEA pass through funds must be submitted to the Intermediate Unit by March 31, 2025.
- D. School District will maintain complete cost records of all expenditures made in association with this agreement, as well as employee, programmatic, statistical records, and supporting documents, those records to be available for inspection by a representative and/or auditor of the Intermediate Unit or Pennsylvania Department of Education.

The Intermediate Unit agrees to cooperate with the School District in resolving any proposed disallowances the auditors of the School District recommend as a result of audits, or any final audit disallowances imposed by the appropriate authorities. The Intermediate Unit shall not be held liable by the School District for such disallowed costs.

Payments will be contingent upon receipt of funds from the Pennsylvania Department of Education.

Dr. James Palmiero

Assistant Executive Director for  
Special Education and Pupil Services

\_\_\_\_\_  
Date

\_\_\_\_\_  
School District Superintendent Signature

\_\_\_\_\_  
Date