

**SHALER AREA SCHOOL DISTRICT
STUDENT CODE OF CONDUCT
2016 – 2017**

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 interfaces 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

AGREEMENT

THIS AGREEMENT, made this 13th day of July, 2016, by and between the Shaler Area School District ("District"), a public school district having its administrative offices at 1800 Mt. Royal Boulevard, Glenshaw, PA 15116, and Shaler Area Emergency Medical Services Inc. ("EMS"), a Pennsylvania non-profit corporation, having its principal place of business at 339 Wetzel Road, Glenshaw, PA 15116.

WHEREAS, EMS maintains a facility located near the District's Jeffery Primary School; and

WHEREAS, the District has requested, and EMS has agreed, subject to the provisions of this Agreement, to allow the District to utilize the EMS facility as a temporary and emergency shelter for school staff and students in the event of a required evacuation of the Jeffery Primary School due to emergencies;

NOW, THEREFORE, intending to be legally bound hereby, the District and EMS agree as follows:

1. EMS shall allow the District to utilize the EMS facility, located at 339 Wetzel Road, Glenshaw, PA 15116, as a temporary and emergency shelter for school staff and students in the event of a required evacuation of the Jeffery Primary School. In the event of such temporary emergency utilization, the District and its staff shall remain responsible for the supervision, welfare, safety, and earliest possible discharge (to their parents or natural guardians and as conditions permit) of all of the children transported by the District to the EMS facility.

2. The District shall defend, indemnify, and save harmless EMS (and its officers, employees, and agents) from any and every claim and risk, and from all losses, damages, demands, suits, judgments (and including attorneys' fees and expenses of any kind) on account of injury to or death of any and all persons and/or on account of all property damage of any kind, tangible or intangible, including loss of use resulting therefrom, in connection with or related to (in whole or in part by reason of) the above-described emergency utilization and relationship, excepting those losses resulting from the acts or omission of EMS. The District's indemnification obligation hereunder is subject to and with reservation of any immunities from liability and/or limitation of damages afforded to the District by applicable law. This provision shall not require the District to provide indemnification upon any claim from it is immune from liability or from damages that exceed any limitation of damages as established by state and/or federal law.

3. The District shall designate EMS as an additional insured on the District's general liability insurance policy in relation to the District's use of the EMS facility and will provide EMS with a certificate of insurance evidencing such coverage.

4. This Agreement shall be binding upon all parties hereto and their respective heirs, executors, administrators, successors and assigns. The laws of the Commonwealth of Pennsylvania shall govern all terms and conditions of this Agreement and the venue for any claims, litigation or causes of action between the parties shall be within the County of Allegheny, Commonwealth of Pennsylvania.

5. This Agreement may be terminated by either party upon the provision of written notice to the other party not less than ninety (90) days in advance of the effective date of termination.

IN WITNESS WHEREOF, and intending to be legally bound, the parties hereto have executed, or caused to be executed by their duly authorized officers, this Agreement on the date first above written.

Attest:

SHALER AREA SCHOOL DISTRICT

Secretary

President, Board of School Directors

Attest:

SHALER AREA EMERGENCY MEDICAL SERVICES, INC.

By: _____

Title: _____

BUS_EST:416499-1 014539-154663

THE WATSON INSTITUTE

Service Agreement

This Service Agreement (“Agreement”) is made and entered into this 1st day of August by and between THE WATSON INSTITUTE (TWI), 301 Camp Meeting Road, Sewickley, Pennsylvania 15143 and SHALER AREA SCHOOL DISTRICT, 1800 Mt. Royal Boulevard, Glenshaw, PA 15116-2198 who agree as follows intending to be legally bound:

ARTICLE I PURPOSE OF THE AGREEMENT

- 1.1 Purpose of Agreement. The Agreement sets forth the terms and conditions upon which TWI will perform the Services outlined below.

ARTICLE II SERVICES AND FINANCIAL ARRANGEMENTS

- 2.1 TWI will provide classroom planning, observation and direct consultation services ("Services") as requested by SHALER AREA SCHOOL DISTRICT and scheduled by mutual agreement.
- 2.2 The Services will be provided either in half-day consultations (4 consecutive hours) or full day consultations (8 consecutive hours), which will include time for all activities including but not limited to: planning, report writing, and required meetings.
- 2.3 Financial Arrangements.
 - 2.3.1 The fee for such services will be:
 - 2.3.1.1 \$825.00 per full day (8 consecutive hours)
 - 2.3.1.2 \$505.00 per half day (4 consecutive hours)
 - 2.3.2 The fee for community based instruction will be:
 - 2.3.2.1 \$580.00 per full day
 - 2.3.2.2 \$310.00 per half day
 - 2.3.2.3 Mileage will be reimbursed at the rate dictated by IRS regulations.
 - 2.3.3 TWI shall invoice SHALER AREA SCHOOL DISTRICT on a monthly basis including a brief description of the Services provided, the days on which they were provided and the number of hours for each consultation.
 - 2.3.4 Payment terms are 30 days from receipt of invoice.

ARTICLE III TERM OF AGREEMENT

- 3.1 Term.
 - 3.1.1 The term of the Agreement shall commence on August 1, 2016 and continue through June 30, 2017.
 - 3.1.2 If either party breaches a material provision hereof (“Cause”), the non-breaching party shall give the other party notice of such Cause. If the Cause is remedied within thirty (30) days in the case of failure to make payment when due or thirty (30) days in the case of any other Cause, the notice shall be null and void. If such Cause is not remedied within the specific period, the party giving notice shall have the right to terminate this Agreement upon expiration of such remedy period. The rights of termination referred to in this Agreement are not intended to be exclusive and are in addition to any other rights or remedies available to either party at law or in equity.
 - 3.1.3 Either party may terminate this Agreement for any reason upon 60 (sixty) days written notice.

3.2 Effect of Termination.

- 3.2.1 Within 30 (thirty) days of the termination of this Agreement for any reason, or its expiration, SHALER AREA SCHOOL DISTRICT shall pay all outstanding amounts for which it has been invoiced.
- 3.2.2 Failure of SHALER AREA SCHOOL DISTRICT to make any payments when due under this section shall relieve TWI of providing the Services until the payments are received.

**ARTICLE IV
EMPLOYEES**

- 4.1 Personnel Obligations: Each party shall be solely responsible for all employment and personnel actions affecting their respective employees. Notwithstanding the foregoing, each party agrees to reasonably cooperate with the other to investigate any claim of unlawful or inappropriate conduct against their respective employees by an employee, agent, contractor, licensee, or student of the other. TWI shall be responsible to withhold all applicable federal, state and local employment taxes and payroll insurance with respect to its employees, insurance premiums, contributions to benefit and deferred compensation plans, licensing fees and worker's compensation costs and shall file all required documents and forms.
- 4.2 Agreement Not to Hire:
 - 4.2.1 SHALER AREA SCHOOL DISTRICT agrees to not, without TWI's prior written consent, solicit for employment, hire, make any agreement with, or permit the employment, of any person who is or has been a TWI employee involved with the Services within the earlier of one (1) year after such employee terminates employment with TWI or within one (1) year after termination or expiration of the Agreement. If TWI consents to SHALER AREA SCHOOL DISTRICT'S request to hire a TWI during one of the foregoing time periods, SHALER AREA SCHOOL DISTRICT agrees to pay TWI 20% of the employee's annual base salary to help cover TWI's costs in recruiting and training a new employee and to compensate TWI for its loss of expertise. This provision shall survive termination of the Agreement.
 - 4.2.2 TWI acknowledges that SHALER AREA SCHOOL DISTRICT employees are essential to SHALER AREA SCHOOL DISTRICT core business of providing services and are familiar with SHALER AREA SCHOOL DISTRICT operating procedures and other proprietary information proprietary to SHALER AREA SCHOOL DISTRICT. Therefore, TWI agrees to not, without SHALER AREA SCHOOL DISTRICT prior written consent, solicit for employment, hire, make any agreement with, or permit the employment (including employment by any successor contractor) in any facility owned or controlled by TWI, of any person who is or has been a SHALER AREA SCHOOL DISTRICT employee within the earlier of (1) year after such employee terminates employment with SHALER AREA SCHOOL DISTRICT or within one (1) year after termination of this Agreement or expiration of this Agreement. TWI also acknowledges that its breach of the obligations set forth in this section would irreparably harm SHALER AREA SCHOOL DISTRICT and that SHALER AREA SCHOOL DISTRICT would be entitled to injunctive relief to enforce the terms of this section. This provision shall survive termination of the Agreement.

**ARTICLE V
ADJUSTMENTS**

Change in Services. If SHALER AREA SCHOOL DISTRICT requests a change and/or additional Services; if there is a change in the scope of the work being performed; or there is a request by SHALER AREA SCHOOL DISTRICT for additional management/resource personnel to conduct specific functions not directly related to the Services, and such changes in Services results in any increase or decrease in costs to SHALER AREA SCHOOL DISTRICT, the parties will first mutually agree on the compensation to be paid by SHALER AREA SCHOOL DISTRICT to Notwithstanding the foregoing, the parties agree that if TWI performs work outside of the scope of the Services at the request of SHALER AREA SCHOOL DISTRICT, SHALER AREA SCHOOL DISTRICT shall pay TWI the reasonable value of that work, based on the half-day and full-day rates set forth above.

**ARTICLE VI
GENERAL TERMS AND CONDITIONS**

- 6.1 Taxes: TWI is responsible for the payment of any local, state or federal taxes that may result from this Agreement.
- 6.2 Compliance with Law. Each party shall comply with all applicable laws, ordinances, rules and regulations relating to Services, including but not limited to providing a safe and secure environment in which the Services are to be performed, and obtain any and all required licenses and permits necessary. The parties agree to cooperate with each other to accomplish the foregoing. In the event it becomes necessary, each party is responsible for responding to any appropriate regulatory agencies, and shall reasonably cooperate to help the other respond to appropriate regulatory agencies.
This provision shall survive the termination of this Agreement.
- 6.3 Insurance.
- 6.3.1 Worker's Compensation Insurance. Each party shall maintain workers' compensation coverage as required by state law covering all of its employees employed in connection with the Services operations.
- 6.3.2 Comprehensive or Commercial Insurance. Each party shall maintain during the term of the Agreement for the protection of TWI and SHALER AREA SCHOOL DISTRICT, Comprehensive or Commercial General Bodily Injury and Property Damage Liability Insurance with a Combined Single Limit of not less than \$10M dollars (\$10,000,000.00) for each occurrence, including, but not limited to, Personal Injury Liability, Broad Form Property Damage Liability on SHALER AREA SCHOOL DISTRICT property, Blanket Contractual Liability and Products Liability, covering the operations and activities of TWI under the Agreement and, upon request, each party shall provide the other with a certificate evidencing such policies. The insurance policies shall contain covenants by the issuing company that the policies shall not be canceled without thirty (30) days prior written notice of cancellation. Each party shall be named as an additional insured under the other party's policies of insurance to the extent they are indemnified pursuant to Section 6.4.
- 6.4 Indemnity.
- 6.4.1 TWI shall defend, indemnify and hold SHALER AREA SCHOOL DISTRICT harmless from and against all claims, liability, loss and expenses, including reasonable costs, collection expenses and attorney's fees, which may arise because of the acts or omissions of TWI, its agents or employees in the performance of the Services under the Agreement. This clause shall survive termination of the Agreement.
- 6.4.2 SHALER AREA SCHOOL DISTRICT shall defend, indemnify and hold TWI harmless from and against all claims, liability, loss and expenses, including reasonable costs, collection expenses and attorney's fees, which may arise in the

performance of the Services under this Agreement because of the acts or omissions of SHALER AREA SCHOOL DISTRICT, its agents, employees, contractors, permittees and students. This clause shall survive termination of the Agreement.

- 6.5 Availability of Records. TWI agrees to maintain, for a reasonable period of time to be mutually agreed to by the parties, all reasonable records requested in writing by SHALER AREA SCHOOL DISTRICT.
- 6.6 Pennsylvania Department of Education. With respect to SHALER AREA SCHOOL DISTRICT operations, TWI shall comply with the regulations of the PA Department of Education.
- 6.7 Trade Secrets and Proprietary Rights. During the term of the Agreement, the parties may have access to certain proprietary materials of each other ("Trade Secrets"). Neither party shall disclose any of the other party's "Trade Secrets" or other confidential information, directly or indirectly, during or after the term of the Agreement. The parties shall not photocopy or otherwise duplicate any such material without the prior written consent of its owner. All "Trade Secrets" and other confidential information shall remain the exclusive property of its owner and shall be returned thereto immediately upon the termination of the Agreement. This provision shall survive termination of the Agreement.
- 6.8 Assignment. Neither party may assign this Agreement without the signed, written consent of the other party.
- 6.9 Catastrophe. Neither TWI nor SHALER AREA SCHOOL DISTRICT shall be liable for failure to perform its respective obligations under the Agreement when such failure is caused by an act of God, civil disorder or disturbances, strikes, governmental rules and regulations or like causes beyond the reasonable control of such party.
- 6.10 Arbitration. All claims and disputes between TWI and SHALER AREA SCHOOL DISTRICT arising out of, or relating to, the Services, this Agreement or the expiration or termination of this Agreement for any reason shall be decided by commercial law arbitration in accordance with the rules of the American Arbitration Association unless the parties mutually agree in writing otherwise. The arbitration shall occur in Pittsburgh, Pennsylvania. The award rendered by the arbitrator shall be final, and judgment may be entered upon it in accordance with applicable law in any court having such jurisdiction. Notice of the demand for one party with the other party and with the American Arbitration Association ("AAA") shall file arbitration in writing. Notwithstanding any statute of limitations allowing for a longer filing period, the demand for arbitration must be filed with AAA within six months of when the party filing the claim knew, or reasonably should have known the basis for the claim or dispute. Unless otherwise agreed in writing, or unless the Agreement has been terminated or has expired, TWI shall continue performance of its services and maintain its progress during any arbitration proceedings, and SHALER AREA SCHOOL DISTRICT shall continue to make payments to TWI in accordance with this Agreement.
- 6.11 Amendments. All provisions of the Agreement shall remain in effect throughout the term thereof unless the parties agree, in a written document signed by both parties, to amend, add or delete any provision. The Agreement contains all agreements of the parties with respect to matters covered herein, superseding any prior agreements and may not be changed other than by an agreement in writing signed by the parties hereto.
- 6.12 Notice. Any notice or communication required or permitted to be given under the Agreement shall be in writing and served personally, delivered by courier or sent by United States certified mail, postage prepaid with return receipt requested, addressed to the other party:

To Vendor: The Watson Institute
 Attention: Marilyn Hoyson, Ph.D.
 301 Camp Meeting Road
 Sewickley, Pennsylvania 15143


To Client: SHALER AREA SCHOOL DISTRICT
Attention: Dr. Bryan O'Black
Address: 1800 Mt. Royal Boulevard
City/State/Zip: Glenshaw, PA 15116-2198

and/or to such other persons or places as either of the parties may hereafter designate in writing. All such notices shall be effective when received or when receipt is first denied, whichever occurs earlier.

6.13 Signature. This Agreement may be executed in several counterparts, each of which shall be deemed an original, and faxed or e-mailed signatures shall also be deemed as originals.

IN WITNESS WHEREOF, the parties hereto have entered into the Agreement as of the date first signed or the first day of the Initial Term, whichever is sooner.

THEWATSON INSTITUTE

By: 
Name: Marilyn Hoyson, Ph.D.
Title: Chief Operating Officer
Date: July 1, 2016

SHALER AREA SCHOOL DISTRICT

By: _____

Name (printed): Dr. Bryan O'Black
Title: Assistant Superintendent
Signature date: July 14, 2016

June 15, 2016

Mr. Sean C. Aiken
Superintendent
Shaler Area School District
1800 Mt. Royal Blvd.
Glenshaw, PA 15116

Dear Mr. Aiken,

This letter is to confirm our agreement to provide Shaler Area School District with the following K-12 ESL Supervisory Services for the 2016-2017 school year:

K-12 ESL Supervision, One Day Per Month for the 2016-2017 school year,
at a cost of \$6,405.00.

These services include the following:

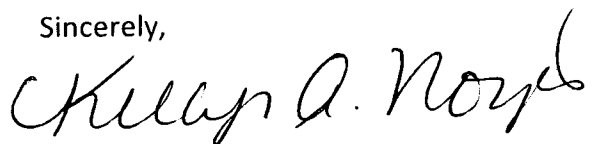
- Assistance with student placement and case management
- Assistance with the implementation of the program
- Observation/Evaluations of teachers and recommendations for the district
- Assistance to the school district regarding compliance regulations
- Introduction to and assistance with current best educational practices
- Recommendations regarding appropriate instructional materials
- Assistance in integrating students and meeting unique needs
- Consultation with teachers, school building staff and outside agencies
- Assistance with the development of ESL Program policies and procedures
- Ongoing compliance with and implementation of existing State and Federal laws, regulations and standards
- Development, implementation and distribution of necessary forms and procedures
- Specially designed curricula/curriculum adaptations/modifications
- Access to local and national resources, e.g., applications of research, access to recognized experts
- Training, support, and assistance for ESL teachers and/or substitutes

As your program evolves, if you would like to add additional services please feel free to call to discuss these items. Please sign and date below to indicate your agreement and return to me in the envelope provided.

Please sign and return one copy of this letter as well as one copy of the Authorization for ESL Service. The other copies are for your records.

Feel free to contact me with any questions you may have, and again thank you for giving us the opportunity to assist you.

Sincerely,

Handwritten signature of Kelly A. Noyes in black ink.

Kelly A. Noyes
K-12 ESL Program Director

Enclosure

Signature

Date



Allegheny Intermediate Unit

Educational Opportunities • Innovative Solutions • Leadership Excellence

475 East Waterfront Drive
Homestead, PA 15120
(412) 394-5700
www.aiu3.net

Mr. Sean C. Aiken
Superintendent
Shaler Area School District
1800 Mt. Royal Blvd.
Glenshaw, PA 15116

June 15, 2016

Dear Mr. Aiken,

Enclosed you will find a cost estimate for the mentoring of your two ESL Teachers during the 2016-2017 school year. For the cost of \$1,000 per teacher, they will be provided with five 2-hour mentoring classes held at the Allegheny Intermediate Unit during the 2016-2017 school year. In these sessions, we will review rules and regulations pertaining to ESL, best practices, the use of curriculum and technology, assessment procedures and methods, compliance, scheduling, and a variety of other topics that will support the teachers in their work.

If you wish to move ahead with this agreement, please sign the enclosed cost estimate and return it to me. At that point, I will contact the teachers to establish a schedule for the classes.

If you find that you are in need of additional support, please let me know and we can discuss additional options.

Sincerely,

A handwritten signature in black ink that reads "Kelly A. Noyes". The signature is written in a cursive, flowing style.

Kelly A. Noyes
K-12 ESL Program Director



475 East Waterfront Drive
 Homestead, PA 15120
 (412) 394-5700
 www.aiu3.net

Allegheny Intermediate Unit

Educational Opportunities • Innovative Solutions • Leadership Excellence

Authorization for ESL Service Outlined Below

TO: Mr. Sean Aiken
 Shaler Area School District

RE: ESL Program Supervision

DATE: June 2016 - for 2016-2017 School Year

Comprehensive instructional service for all qualified students:

	New Time	Approved Time	Total	Students
	0.00	0.00	0.00	
	0.00	0.00	0.00	
	0.00	0.00	0.00	
	0.00	0.00	0.00	
	0.00	0.00	0.00	
TOTAL		hrs/week	0.00	0

42 weeks 0.00 hrs/week = FTE @ \$0.00

Direct Instruction Program Components:

Supervision* \$6,405.00
Mentoring** \$2,000.00

*As per supervision contract
 1 day per month
 ** As per mentoring agreement

ESL Evaluation(s) this period:

0 student(s) Formal @ \$220.00 \$0.00

Evaluations Total: \$0.00

Instructional Total: \$0.00
Evaluation(s) YTD: \$0.00
Cumulative ESL Total: \$8,405.00

Authorization:

I authorize ESL instruction as outlined above.

Signature: _____ **Date:** _____

Position: _____ **Total:** \$8,405.00

IMPORTANT: Verbal authorization is sufficient to begin instruction, but the form must be returned to complete our records.

Fax: 394-5990 Phone: 394-5803

School Resource Officer
Memorandum of Understanding/Memorandum of Agreement

SCHOOL RESOURCE OFFICER INTERAGENCY AGREEMENT

This Agreement is made, this 7th day of July, by and between the SHALER AREA SCHOOL DISTRICT (hereinafter "School District"), and the SHALER TOWNSHIP POLICE DEPARTMENT (hereinafter "Police Department") as follows:

WITNESSETH:

WHEREAS, the Police Department agrees to provide the School District a School Resources Officer Program in the School District; and

WHEREAS, the School District and the Police Department desire to set forth in this school resource officer agreement the specific terms and conditions of the services to be performed and provided by the school resource officers in the School District;

NOW, THEREFORE, THE PARTIES MUTUALLY AGREE AS FOLLOWS:

1. Cost of the School Resource Officer Program.

The cost of the School Resource Officer Program shall be paid by the Shaler Township Police Department in year one. The Shaler Township Police Department and the Shaler Area School District will share the cost of the School Resource Officer Program in year two and beyond. The amount contributed by the Shaler Area School District shall not exceed \$30,000.

2. Employment of School Resource Officers.

- A. School resource officer shall be employees of the Police Department and shall be subject to the administration, supervision and control of the Police Department.
- B. School resource officer shall be subject to all personnel policies and practices of the Police Department except as such policies or practices may be modified by the terms and conditions of this agreement.
- C. Police Department, in its sole discretion, shall have the power and authority to hire, discharge, and discipline school resource officers.
- D. A joint committee composed of representatives of the Police Department and the School District shall make recommendations for the school resource officer positions to the chief of police who shall assign such officers. If a principal is dissatisfied with a school resource officer who has been assigned to that principal's school, then that principal may request that the chief of police assign a different officer as the school resource officer for that school.
- E. One school resource officer shall be assigned to each regular high school of the School District.

3. Duty Hours.

- A. School resource officer duty hours shall be determined by the provisions of the labor agreement between the Police Department and the School District. Whenever possible, it is the intent of the parties that the school resource officer's duty hours shall conform to the school day.
- B. It is understood and agreed that time spent by school resource officers attending municipal court, juvenile court, and/or criminal cases arising from and/or out of their employment as a school resource officer shall be considered as hours worked under this agreement.

- C. In the event of an emergency, if one or more school resource officers are ordered by the Police Department to leave their school during normal duty hours as described above and to perform other services for the Police Department, then the time spent shall not be considered hours worked under this agreement. In such an event, the compensation paid by the School District to the Police Department shall be reduced by the number of hours of school resource officer service not provided to the School District or the hours shall be made up in a manner determined by mutual agreement of the parties.
- D. In the event a school resource officer is absent from work, the school resource officer shall notify his or her supervisor in the Police Department and the principal of the school to which the school resource officer is assigned. The Police Department will assign another school resource officer qualified officer, if available, to substitute for the school resource officer who is absent beginning with the sixth consecutive day of absence.

4. Term of Agreement.

The initial term of this agreement is three years commencing on the 1st day of August, 2016, and ending on the 30th day of June 2018, however, should either party encounter budgetary constraints that make the continuation of this agreement impractical, then either party may cancel this agreement upon 60 day notice to the other. Following the initial three year term, this agreement shall be automatically renewed for successive one year periods unless either party requests termination or modification of this agreement. This request will be made in writing.

5. Duties of School Resource Officers.

The school resource officer's duties will include, but not be limited to, the following:

- A. To be an extension of the principal's office for assignments consistent with this agreement.
- B. To be a visible, active law enforcement figure on campus dealing with law enforcement matters and school code violations originating on the assigned campus.
- C. To act as the designee of the campus administrator in maintaining the physical plant of the assigned campus to provide a safe environment as to law enforcement matters and school code violations. This includes building(s), grounds, parking lot(s), lockers and other public school property.
- D. To provide a classroom resource for law education using approved materials.
- E. To be a resource for students which will enable them to be associated with law enforcement figure in the students' environment.
- F. To be a resource for teachers, parents and students for conferences on an individual basis dealing with individual problems or questions, particularly in the area of substance control.
- G. To make appearances before site councils, parent groups, and other groups associated with the campus and as a speaker on a variety of requested topics, particularly drug and alcohol abuse.
- H. To document activities of all school resource officers on and off campus and as a compiler of a monthly report to be provided to the Police Department and to the principal of the assigned school.
- I. Will not be involved in ordinary school discipline, unless it pertains to preventing a potential disruption and/or climate that places students at risk of harm. Disciplining students is a School District responsibility, and only when the principal and the school resource officer agree that the school resource officer's assistance is needed to maintain a safe and proper school environment would the principal request school resource officer involvement.

- J. If the principal believes that in a given situation or incident there is a law violation, the principal may request school resource officer involvement.
- K. It will be the responsibility of the school resource officer to report all crimes originating on campus. Information on cases that are worked off-campus by the Police Department or other agencies involving students on a campus served by a school resource officer will be provided to the school resource officer, but the school resource officer will not normally be actively involved in off-campus investigation(s).
- L. Will coordinate his/her actions with the administrator for law enforcement cases.
- M. All local law enforcement and state agencies requesting to conduct formal police interviews, interrogations, and arrests of any student should be referred to the campus school resource officer.
- N. Will be familiar with helpful community agencies, such as mental health clinics, drug treatment centers, etc., that offer assistance to dependency- and delinquency-prone youths and their families. Referrals will be made when necessary.
- O. Will, with the principal, develop plans and strategies to prevent and/or minimize dangerous situations which might result in student unrest.
- P. Will coordinate all of his/her activities with the principal and staff members concerned and will seek permission, guidance, and advice prior to enacting any programs within the school.
- Q. Is first and foremost a law enforcement officer. This fact must be constantly reinforced.
- R. May be asked to provide community wide crime prevention presentations that include, but are not limited to:
 - Drugs and the law – Adult and juvenile;
 - Alcohol and the law – Adult and juvenile;
 - Sexual assault prevention;
 - Safety programs – Adult and juvenile; and
 - Assistance in other crime prevention programs as assigned.
- S. Will wear approved department uniform, formal business attire or business casual with appropriate logos and name badges depending on the time of school year, the type of school activity or program, and the requests of the school and/or police department. The Chief of Police and the principal shall jointly set expectations and resolve any disputes in this area.
- T. Will wear their department authorized duty weapons in accordance with department policy.

6. Chain of Command.

- A. As employees of the Police Department, school resource officers will be subject to the chain of command of the Police Department.
- B. In the performance of their duties, school resource officers shall coordinate and communicate with the principal or the principals' designee of the school to which they are assigned.

7. Transporting Students

- A. School resource officers shall not transport students in Police Department vehicles except:
 - (1) When the students are victims of a crime, under arrest, or some other emergency circumstances exist; and
 - (2) When students are suspended and/or sent home from school pursuant to school disciplinary actions, if the student's parent or guardian has refused or is unable to pick up the child within a reasonable time period and the student is disruptive/disorderly and his/her continued

presence on campus is a threat to the safety and welfare of other students and school personnel.

- B. Students shall not be transported to any location unless it is determined that the student's parent, guardian or custodian is at the destination to which the student is being transported. School resource officers shall not transport students in their personal vehicles.
- C. School resource officers shall notify school personnel upon removing a student from campus.

8. Access to Education Records.

- A. School officials shall allow school resource officers to inspect and copy any public records maintained by the school to the extent allowed by law.
- B. If some information in a student's record is needed in an emergency to protect the health or safety of the student or other individuals, school officials may disclose to the school resource officer that information which is needed to respond to the emergency situation based on the seriousness of the threat to someone's health or safety; the need of the information to meet the emergency situation and the extent to which time is of the essence.
- C. If confidential student records information is needed by a school resource officer, but no emergency situation exists, the information may be released only as allowed by law.

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be executed the day and year first written above.

By:

Sean C. Aiken, Superintendent of Schools

By:

Shaler Township Police Department

All supporting targeted grant documents when completed should be mailed to: Office for Safe Schools, Pennsylvania Department of Education, 333 Market Street, 14th Floor, Harrisburg, PA 17126.

SHALER AREA SCHOOL DISTRICT

No: 626.1

SECTION: OPERATIONS

TITLE: TRAVEL REIMBURSEMENT – FEDERAL PROGRAMS

ADOPTED:

626.1. TRAVEL REIMBURSEMENT – FEDERAL PROGRAMS	
1. Authority SC 516.1, 517 2 CFR Sec. 200.474	The Board shall reimburse administrative, professional and support employees, and school officials, for travel costs incurred in the course of performing services related to official business as a federal grant recipient.
2. Definition 2 CFR. Sec. 200.474	For purposes of this policy, travel costs shall mean the expenses for transportation, lodging, subsistence, and related items incurred by employees and school officials who are in travel status on official business as a federal grant recipient.
3. Delegation of Responsibility Pol. 004, 331	<p>School officials and district employees shall comply with applicable Board policies and administrative regulations established for reimbursement of travel and other expenses.</p> <p>The validity of payments for travel costs for all district employees and school officials shall be determined by the Director of Business Affairs.</p> <p>Travel costs shall be reimbursed on a mileage basis for travel using an employee’s personal vehicle and on an actual cost basis for meals, lodging and other allowable expenses, consistent with those normally allowed in like circumstances in the district’s nonfederally funded activities, and in accordance with the district’s travel reimbursement policies and administrative regulations.</p>
4. Guidelines 2 CFR Sec. 200.474 Pol. 004, 331	<p>Mileage reimbursements shall be at the rate approved by the Board for other district travel reimbursements. Actual costs for meals, lodging and other allowable expenses shall be reimbursed only to the extent they are reasonable and do not exceed the per diem limits established by the Board.</p>
SC 516.1, 517	All travel costs must be presented with an itemized, verified statement prior to reimbursement.
2 CFR Sec. 200.474 Pol. 004, 331	<p>In addition, if these costs are charged directly to the federal award, documentation must be maintained that justifies that:</p> <ol style="list-style-type: none">1. Participation of the individual is necessary to the federal award.2. The costs are reasonable and consistent with the district’s established policy.
	<p>References:</p> <p>School Code – 24 P.S. Sec. 516.1, 517 Uniform Administrative Requirements for Federal Awards, Title 2, Code of Federal Regulations – 2 CFR Sec. 200.474 Board Policy – 004, 331</p>

SHALER AREA SCHOOL DISTRICT

No: 827

SECTION: OPERATIONS
TITLE: CONFLICT OF INTEREST
ADOPTED:

827. CONFLICT OF INTEREST	
1. Purpose	This policy shall affirm standards of conduct established to ensure that Board members and employees avoid potential and actual conflicts of interest, as well as the perception of a conflict of interest.
2. Definitions 65 Pa. C.S.A. Sec. 1101 et seq	Confidential information shall mean information not obtainable from reviewing a public document or from making inquiry to a publicly available source of information.
65 Pa. C.S.A. Sec. 1101 et seq	Conflict or Conflict of interest shall mean use by a Board member or district employee of the authority of his/her office or employment, or any confidential information received through his/her holding public office or employment, for the private pecuniary benefit of him/herself, a member of his/her immediate family or a business with which s/he or a member of his/her immediate family is associated. The term does not include an action having a de minimis economic impact, or which affects to the same degree a class consisting of the general public or a subclass consisting of an industry, occupation or other group which includes the Board member or district employee, a member of his/her immediate family or a business with which s/he or a member of his/her immediate family is associated.
65 Pa. C.S.A. Sec. 1101 et seq	De minimis economic impact shall mean an economic consequence which has an insignificant effect.
65 Pa. C.S.A. Sec. 1101 et seq	Financial interest shall mean any financial interest in a legal entity engaged in business for profit which comprises more than five percent (5%) of the equity of the business or more than five percent (5%) of the assets of the economic interest in indebtedness.
65 Pa. C.S.A. Sec. 1101 et seq	Honorarium shall mean payment made in recognition of published works, appearances, speeches and presentations, and which is not intended as consideration for the value of such services which are nonpublic occupational or professional in nature. The term does not include tokens presented or provided which are of de minimis economic impact.
65 Pa. C.S.A. Sec. 1101 et seq	Immediate family shall mean a parent, parent-in-law, spouse, child, spouse of a child, brother, brother-in-law, sister, sister-in-law, or the domestic partner of a parent, child, brother or sister. Business partner shall mean a person who, along with another person, plays a significant role in owning, managing, or creating a company in which both individuals have a financial interest in the company.

<p>3. Delegation of Responsibility</p>	<p>Each employee and Board member shall be responsible to maintain standards of conduct that avoid conflicts of interest. The Board prohibits members of the Board and district employees from engaging in conduct that constitutes a conflict of interest as outlined in this policy.</p>
<p>4. Guidelines</p>	<p>All Board members and employees shall be provided with a copy of this policy and acknowledge in writing that they have been made aware of it. Additional training shall be provided to designated individuals.</p> <p><u>Disclosure of Financial Interests</u></p>
<p>Pol. 004</p>	<p>No Board member shall be allowed to take the oath of office or enter or continue upon his/her duties, nor shall s/he receive compensation from public funds, unless s/he has filed a statement of financial interests as required law.</p>
<p>65 Pa. C.S.A. Sec. 1104 Title 51 Sec. 15.2</p>	<p>The district solicitor and designated district employees shall file a statement of financial interests as required by law and regulations.</p> <p><u>Standards of Conduct</u></p>
<p>2 CFR Sec. 200.318</p>	<p>The district maintains the following standards of conduct covering conflicts of interest and governing the actions of its employees and Board members engaged in the selection, award and administration of contracts.</p>
<p>2 CFR Sec. 200.318</p>	<p>No employee or Board member may participate in the selection, award or administration of a contract supported by a federal award if s/he has a real or apparent conflict of interest as defined above, as well as any other circumstance in which the employee, Board member, any member of his/her immediate family, his/her business partner, or an organization which employs or is about to employ any of them, has a financial or other interest in or a tangible personal benefit from a firm considered for a contract.</p>
<p>65 Pa. C.S.A. Sec. 1101 et seq</p>	<p>The district shall not enter into any contract with a Board member or employee, or his/her spouse or child, or any business in which the person or his/her spouse or child is associated valued at \$500 or more, nor in which the person or spouse or child or business with which associated is a subcontractor unless the Board has determined it is in the best interests of the district to do so, and the contract has been awarded through an open and public process, including prior public notice and subsequent public disclosure of all proposals considered and contracts awarded. In such a case, the Board member or employee shall not have any supervisory or overall responsibility for the implementation or administration of the contract.</p> <p>When advertised formal bidding is not required or used, an open and public process</p>

<p>65 Pa. C.S.A. Sec. 1101 et seq</p>	<p>shall include at a minimum:</p> <ol style="list-style-type: none"> 1. Public notice of the intent to contract for goods or services; 2. A reasonable amount of time for potential contractors to consider whether to offer quotes; and 3. Post-award public disclosure of who made bids or quotes and who was chosen. <p>Any Board member or employee who in the discharge of his/her official duties would be required to vote on a matter that would result in a conflict of interest shall abstain from voting and, prior to the vote being taken, publicly announce and disclose the nature of his/her interest as a public record.</p>
<p>65 Pa. C.S.A. Sec. 1101 et seq</p>	<p>No public official or public employee shall accept an honorarium.</p>
<p>2 CFR Sec. 200.318 Pol. 322</p>	<p>Board members and employees may neither solicit nor accept gratuities, favors or anything of monetary value from contractors or parties to subcontracts, unless the gift is an unsolicited item of nominal value. Gifts of a nominal value may be accepted in accordance with Board policy.</p>
<p>65 Pa. C.S.A. Sec. 1101 et seq</p>	<p><u>Improper Influence</u></p> <p>No person shall offer or give to a Board member, employee or nominee or candidate for the Board, or a member of his/her immediate family or a business with which s/he is associated, anything of monetary value, including a gift, loan, political contribution, reward or promise of future employment based on the offeror's or donor's understanding that the vote, official action or judgment of the Board member, employee or nominee or candidate for the Board would be influenced thereby.</p>
<p>65 Pa. C.S.A. Sec. 1101 et seq</p>	<p>No Board member, employee or nominee or candidate for the Board shall solicit or accept anything of monetary value, including a gift, loan, political contribution, reward or promise of future employment, based on any understanding of that Board member, employee or nominee or candidate that the vote, official action or judgment of the Board member, employee or nominee or candidate for the Board would be influenced thereby.</p>
<p>2 CFR Sec. 200.318</p>	<p><u>Organizational Conflicts</u></p> <p>Organizational conflicts of interest may exist when due to the district's relationship with a subsidiary, affiliated or parent organization that is a candidate for award of a contract in connection with federally funded activities, the district may be unable or appear to be unable to be impartial in conducting a procurement action involving a</p>

related organization.

In the event of a potential organizational conflict, the potential conflict shall be reviewed by the Superintendent or designee to determine whether it is likely that the district would be unable or appear to be unable to be impartial in making the award. If such a likelihood exists, this shall not disqualify the related organization; however, the following measures shall be applied:

1. The organizational relationship shall be disclosed as part of any notices to potential contractors;
2. Any district employees or officials directly involved in the activities of the related organization are excluded from the selection and award process;
3. A competitive bid, quote or other basis of valuation is considered; and
4. The Board has determined that contracting with the related organization is in the best interests of the program involved.

Reporting

Any perceived conflict of interest that is detected or suspected by any employee or third party shall be reported to the Superintendent. If the Superintendent is the subject of the perceived conflict of interest, the employee or third party shall report the incident to the Board President.

Any perceived conflict of interest of a Board member that is detected or suspected by any employee or third party shall be reported to the Board President. If the Board President is the subject of the perceived conflict of interest, the employee or third party shall report the incident to the Superintendent, who shall report the incident to the solicitor.

No reprisals or retaliation shall occur as a result of good faith reports of conflicts of interest.

Investigation

Investigations based on reports of perceived violations of this policy shall comply with state and federal laws and regulations. No person sharing in the potential conflict of interest being investigated shall be involved in conducting the investigation or reviewing its results.

In the event an investigation determines that a violation of this policy has occurred, the violation shall be reported to the federal awarding agency in accordance with that agency's policies.

<p>Pol. 317</p>	<p><u>Disciplinary Actions</u></p> <p>If an investigation results in a finding that the complaint is factual and constitutes a violation of this policy, the district shall take prompt, corrective action to ensure that such conduct ceases and will not recur. District staff shall document the corrective action taken and, when not prohibited by law, inform the complainant.</p> <p>Violations of this policy may result in disciplinary action up to and including discharge, fines and possible imprisonment. Disciplinary actions shall be consistent with Board policies, procedures, applicable collective bargaining agreements and state and federal laws.</p> <p>References:</p> <p>State Ethics Commission Regulations – 51 PA Code Sec. 15.2</p> <p>Public Official and Employee Ethics Act – 65 Pa. C.S.A. Sec. 1101 et seq.</p> <p>Uniform Administrative Requirements for Federal Awards, Title 2, Code of Federal Regulations – 2 CFR Sec. 200.318</p> <p>Board Policy – 004, 011, 317, 319, 322, 609, 702</p>
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SHALER AREA SCHOOL DISTRICT

No: 626

SECTION: FINANCES

TITLE: FEDERAL FISCAL COMPLIANCE

ADOPTED: MARCH 19, 2008

REVISED:

626. FEDERAL FISCAL COMPLIANCE	
1. Authority 2 CFR Part 200	<p>The Board shall ensure federal funds received by the district are administered in accordance with federal requirements, including but not limited to the federal Uniform Grant Guidance.</p> <p>The Board shall review and approve all applications for federal funds submitted by the district.</p>
2. Delegation of Responsibility 2 CFR Part 200	<p>The Board designates the Business Manager as the district contact for all federal programs and funding.</p> <p>The Superintendent or designee, in collaboration with the Federal Programs Coordinator and Business Manager, shall establish and maintain a sound financial management system to include internal controls and federal grant management standards covering the receipt of both direct and state-administered federal grants, and to track costs and expenditures of funds associated with grant awards.</p> <p>The Superintendent, to assist in the proper administration of federal funds and implementation of this policy, may approve additional procedures as attachments to this policy.</p>
3. Guidelines	<p>The district's financial management system shall be designed with strong internal controls, a high level of transparency and accountability, and documented procedures to ensure that all financial management system requirements are met.</p> <p>Financial management standards and procedures shall assure that the following responsibilities are fulfilled:</p> <ol style="list-style-type: none">1. Identification – the district must identify, in its accounts, all federal awards received and expended, and the federal programs under which they were received.2. Financial Reporting – Accurate, current, and complete disclosure of the financial results of each federal award or program must be made in accordance with the financial reporting requirements of the Education Department General Administrative Regulations (EDGAR).

	<ol style="list-style-type: none"> 3. Accounting Records – the district must maintain records which adequately identify the source and application of funds provided for federally-assisted activities. 4. Internal Controls – Effective control and accountability must be maintained for all funds, real and personal property and other assets. The district must adequately safeguard all such property and must assure that it is used solely for authorized purposes. 5. Budget Control – Actual expenditures or outlays must be compared with budgeted amounts for each federal award. Procedures shall be developed to establish determination for allowability of costs for federal funds. 6. Cash Management – The district shall maintain written procedures to implement the cash management requirements found in EDGAR. 7. Allowability of Costs – The district shall ensure that allowability of all costs charged to each federal award is accurately determined and documented.
Pol. 827	<p><u>Standards of Conduct</u></p> <p>The district shall maintain standards of conduct covering conflicts of interest and the actions of employees and school officials engaged in the selection, award and administration of contracts.</p>
Pol. 317	<p>All employees shall be informed of conduct that is required for federal fiscal compliance and the disciplinary actions that may be applied for violation of Board policies, administrative regulations, rules and procedures.</p> <p><u>Employees - Time and Effort Reporting</u></p>
2 CFR Sec. 200.430	<p>All district employees paid with federal funds shall document the time they expend in work performed in support of each federal program, in accordance with law. Time and effort reporting requirements do not apply to contracted individuals.</p>
Pol. 626.1	<p>District employees shall be reimbursed for travel costs incurred in the course of performing services related to official business as a federal grant recipient.</p>
Pol. 304, 319, 336, 337 624, 813	<p>The district shall establish and maintain employee policies on hiring, benefits and leave and outside activities, as approved by the Board.</p> <p><u>Record Keeping</u></p>
2 CFR Sec. 200.333- 200.337 Pol. 800	<p>The district shall develop and maintain a Records Management Plan and related Board policy and administrative regulations for the retention, retrieval and disposition of manual and electronic records, including emails.</p>

<p>34 CFR Sec. 75.730- 75.732, 76.730- 76.731 Pol. 800</p>	<p>The district shall ensure the proper maintenance of federal fiscal records documenting:</p> <ol style="list-style-type: none"> 1. Amount of federal funds. 2. How funds are used. 3. Total cost of each project. 4. Share of total cost of each project provided from other sources. 5. Other records to facilitate an effective audit. 6. Other records to show compliance with federal program requirements. 7. Significant project experiences and results.
<p>2 CFR Sec. 200.336</p>	<p>The district shall provide the federal awarding agency, Inspectors General, the Comptroller General of the United States, and the pass-through entity, or any of their authorized representatives, the right of access to any documents, papers, or other district records which are pertinent to the federal award. The district shall also permit timely and reasonable access to the district's personnel for the purpose of interview and discussion related to such documents.</p>
<p>2 CFR Sec. 200.333</p>	<p>Records shall be retained for a minimum of five (5) years from the date on which the final Financial Status Report is submitted, or as otherwise specified in the requirements of the federal award, unless a written extension is provided by the awarding agency, cognizant agency for audit, oversight agency for audit or cognizant agency for indirect costs.</p>
<p>2 CFR Sec. 200.333</p>	<p>If any litigation, claim or audit is started before the expiration of the standard record retention period, the records shall be retained until all litigation, claims or audits have been resolved and final action taken.</p>
<p>Pol. 800</p>	<p>As part of the Records Management Plan, the district shall develop and maintain a records retention schedule, which shall delineate the record retention format, retention period and method of disposal.</p>
<p>Pol. 800</p>	<p>The Records Management Plan shall include identification of staff authorized to access records, appropriate training, and preservation measures to protect the integrity of records and data.</p>
<p>Pol. 113.4, 216, 324</p>	<p>The district shall ensure that all personally identifiable data protected by law or regulations is handled in accordance with the requirements of applicable law,</p>

<p>2 CFR Sec. 200.330- 200.331</p> <p>Pol. 800</p> <p>2 CFR Sec. 200.338, 200.339</p>	<p>regulations, Board policy and administrative regulations.</p> <p><u>Subrecipient Monitoring</u></p> <p>In the event that the district awards subgrants, the district shall establish procedures to:</p> <ol style="list-style-type: none"> 1. Assess the risk of noncompliance. 2. Monitor grant subrecipients to ensure compliance with federal, state, and local laws and Board policy and procedures. 3. Ensure the district’s record retention schedule addresses document retention on assessment and monitoring. <p><u>Compliance Violations</u></p> <p>Employees and contractors involved in federally funded programs and subrecipients shall be made aware that failure to comply with federal law, regulations or terms and conditions of a federal award may result in the federal awarding agency or pass-through entity imposing additional conditions or terminating the award in whole or in part.</p> <p>References:</p> <p>Uniform Administrative Requirements for Federal Awards, Title 2, Code of Federal Regulations – 2 CFR Part 200</p> <p>Department of Education Direct Grant and State-Administered Programs, Title 34, Code of Federal Regulations – 34 CFR Part 75, Part 76</p> <p>Board Policy – 113.4, 216, 304, 317, 319, 324, 336, 337, 331, 610, 611, 612, 613, 624, 625, 626.1, 800, 813, 827</p>
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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

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	<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>
SC 504 42 U.S.C. Sec. 1760 42 U.S.C. Sec. 1760	<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>

<p>SC 504, 1337</p> <p>SC 504, 1335, 1337 42 U.S.C. Sec. 1751 et seq, 1773 7 CFR Parts 210, 215, 220</p>	<p>Cafeterias shall be operated on a nonprofit basis. A periodic review of the cafeteria accounts shall be made by the Director of Business Affairs.</p> <p>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.</p>
<p>3 Pa. C.S.A. Sec. 5713 42 U.S.C. Sec. 1758(h) 7 CFR Sec. 210.13, 210.30</p>	<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>FNS Instruction 113-1</p>	<p>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.</p>
<p>4. Guidelines Pol. 246</p>	<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.
<p>SC 504</p>	<p>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.</p> <p><u>Procurement</u></p>
<p>Pol. 610, 626</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>

<p>42 U.S.C. Sec. 1758 7 CFR Part 245</p>	<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>
<p>7 CFR Sec. 15b.40 Pol. 103.1, 113, 209.1</p>	<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>
<p>42 U.S.C. Sec. 1758(h) 7 CFR Sec. 210.13, 220.7</p>	<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>
<p>42 U.S.C. Sec. 1758(h) 7 CFR Part 210, Part 220</p>	<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>
<p>7 CFR Sec. 210.9, 210.13, 220.7</p>	<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>
<p>42 U.S.C. Sec. 1751 et seq, 1773 7 CFR Sec. 210.30</p>	<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 Accounts</u></p> <p>Individual accounts shall be assigned to each student for accounting purposes for the purchase of meals served in school cafeterias.</p>

The Superintendent or designee shall develop and disseminate administrative regulations that establish procedures to control school meal accounts. Administrative regulations should include the following:

1. Procedures for collecting money for individual student accounts which ensure that the identity of each student is protected.
2. Method in which students and parents/guardians are notified when the student's account reaches a specified level. At least one (1) advance written warning shall be given to the student and parent/guardian.
3. Procedures for providing students with meals when the student forgets or loses his/her money or when his/her account has insufficient funds.

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

Uniform Administrative Requirements for Federal Awards, Title 2, Code of Federal Regulations – 2 CFR Part 200

Nondiscrimination on the Basis of Handicap in Programs or Activities Receiving Federal Financial Assistance, Title 7, Code of Federal Regulations – 7 CFR Part 15

National Food Service Programs, Title 7, Code of Federal Regulations – 7 CFR Part 210, Part 215, Part 220, Part 245

U.S. Department of Agriculture Food and Nutrition Service (FNS) Instruction 113-1

Board Policy – 000, 103, 103.1, 113, 209.1, 246, **610, 626**