



# Shaler Area School District

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## A - Education Attachments

**Multiple files are bound together in this PDF Package.**



**GLADE RUN**  
**LUTHERAN SERVICES**  
*a bridge to a brighter future  
through lifelong learning*

July 17, 2014

Dr. Wesley Shipley  
Shaler Area School District  
1800 Mt. Royal Boulevard  
Glenshaw, PA 15116-2117

RE: Day Student Education Agreement 2014-2015

Dear Dr. Shipley,

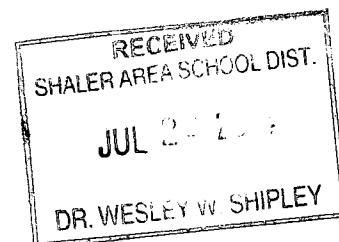
Enclosed are two original Day Student Education Agreements for the 2014-2015 school year. Kindly have both copies of the Agreement executed, retain one for your files and return the other to Glade Run Lutheran Services marked for my attention in the enclosed, stamped envelope.

Also attached to the Agreement is an Attachment A. Please complete this form for each student that will be coming to St. Stephens Academy and return a signed copy to Glade Run Lutheran Services along with the Agreement.

If you should have any questions regarding this matter, please do not hesitate to contact me at (724) 452-4453 ext. 1389.

Sincerely,

Debra R. Vey  
Contract Administrator



P.O. Box 70 • Zelienople, PA 16063 • 724-452-4453

ACCREDITED BY THE JOINT COMMISSION  
AN AFFILIATED AGENCY OF THE EVANGELICAL LUTHERAN CHURCH OF AMERICA

A UNITED WAY AGENCY



## DAY STUDENT EDUCATION AGREEMENT

Made this 1st day of July, 2014 by and between **GLADE RUN LUTHERAN SERVICES**, a Pennsylvania not-for profit corporation, with its principal offices located at Box 70, Beaver Road, Zelienople, Butler County, Pennsylvania (hereinafter "Glade Run" or "service provider") and **SHALER AREA SCHOOL DISTRICT**, a body corporate and politic in the Commonwealth of Pennsylvania, with its principal offices located 1800 Mount Royal Boulevard, Glenshaw, PA 15116-2117(hereinafter "School District" or "District").

### **WITNESSETH:**

WHEREAS, Glade Run is certified by the Pennsylvania Department of Education and licensed as a private academic school to provide instruction to students with educational needs referred to it by the District; and

WHEREAS, the District is desirous of referring its students with educational needs to Glade Run; and

WHEREAS, Glade Run is desirous of providing educational services to the students referred to it by the District.

NOW THEREFORE, in consideration of the premises and the mutual covenants contained herein and intending to be legally bound hereby, the parties do agree as follows:

#### 1. PURPOSE

- A. Glade Run will provide special educational instruction to students referred to it by the District pursuant to an Individual Education Plan (IEP) developed jointly by Glade Run, the District, the student, and the student's family as required by federal and state law, including, but not limited to, the Pennsylvania State Board of Education's regulations on special education (commonly referred to as Chapter 14 and 342).
- B. Glade Run will provide the appropriate, agreed upon, educational instruction to students referred to it by the District and who meet the program's admission criteria.
- C. Prior to the acceptance of a student, the District shall complete Attachment A (Referral Confirmation). Those individuals with authorization to bind the District for student placement are limited to the Director of Special Education, the School Psychologist, the Principal, or the Superintendent.
- D. The District shall provide Glade Run with special education records (when applicable), completed referral form and immunization records. The District shall assist Glade Run in obtaining a family summary, social and educational summary, social security number, and pertinent medical information including current medications and allergies. The District shall provide confirmation as to the enrollment disposition of the child.

- E. It shall be the responsibility of Glade Run in conjunction with the District to facilitate the development of a current Individual Educational Plan (IEP) within thirty (30) school days after acceptance with input from the appropriate parties.
- F. Glade Run and the District, will, on an as needed basis, review the student's progress in implementing and achieving the educational goals heretofore established.
- G. Students entering a regular education program due to behavior or disciplinary action shall not require an IEP. However, any student with a 504 School Plan (Chapter 15: Protected Children) will have reviews following the same procedure cited in Paragraph 1F above. The District will notify Glade Run if a student has a current 504 School Plan.

## 2. TERM AND TERMINATION

- A. The term of this agreement shall be the 2014-2015 school year, as indicated on the school calendar attached.
- B. The obligation of Glade Run to provide instruction to a specific student, IEP and non-IEP students, may be terminated by Glade Run and the district with thirty (30) days written notice, when possible, for change of placement from St. Stephen's to another appropriate education placement. Glade Run will use its best efforts to communicate to the District relative to the child's educational need the reasons for the termination of the instruction prior to the actual termination of services. Glade Run reserves the right to expel a student immediately, with consultation with the District, when circumstances warrant.

## 3. PAYMENT

The District, in consideration of the services provided by Glade Run, shall compensate Glade Run pursuant to the fee schedule set forth in Attachment A.

- A. The District is obligated for the duration of the 2014-2015 school year regardless of the attendance and / or enrollment of the student at Glade Run.
- B. If a student is enrolled at Glade Run after the beginning of the school year, the billing for the first month only of enrollment shall be prorated based on the number of available school days for that month for St. Stephen's Lutheran Academy. Subsequent months shall be billed as set forth in Attachment A.
- C. Once a student is accepted for placement by Glade Run, the District becomes responsible for that class seat for the remainder of the school year, unless Glade Run is able to accept a reassignment. Each placement may be reassigned twice during the school year by the District. Upon each subsequent reassignment thereafter, the District may be assessed an administrative fee of \$275 by Glade Run.

- D. It is understood that should the student or family cause the student to be withdrawn from Glade Run for a reason beyond the control of the District, the District shall be billed for educational services until the end of the calendar month in which the child is withdrawn or the date written notification of such action is provided, whichever is earlier. Those reasons for withdrawal of a student, which are considered to be beyond the control of the District are limited to the following circumstances: the student moving from the District, if at an MDT meeting all parties are in agreement that it is in the best interest of the student to remove that child from Glade Run, or Glade Run terminates educational services to the student. Written notice of student movement from the district or the MDT outcome shall be provided to Glade Run.
- E. Glade Run shall provide a bill to the District for services rendered during a month by the tenth working day of the following month. The District shall issue payment to Glade Run by the last day of that month in which the bill was received. If the District fails to make a payment by the last day of the month, a service fee of 2.75 percent may be charged by Glade Run on the District's outstanding current balance.
- F. The District shall receive a discount on the tuition rates set forth on Attachment A, if the District purchases and maintains ten (10) or more slots for the 2014-2015 school year. This discount **does not** apply to the Autism Education Program, Life Skills Program or Tertiary Education Program. The discounted tuition rates are equal to a \$450 rebate off the full school year tuition rate per slot for the 2014-2015 school year. For example, the Regular Education Program discount would be \$20,870 per slot for the 2014-2015 school year. The District further understands that it must maintain ten (10) slots at all times to remain eligible for the discounted rates. Payment of these tuition rates will be made in accordance with paragraph 3 of this agreement.

#### 4. INTERVENTION AND DISCIPLINE PROCEDURES

- A. The District hereby agrees that Glade Run may employ, with respect to the students which the District has referred to it pursuant to this Agreement, the same discipline procedures and parent/student grievance procedures normally employed by Glade Run in its capacity as a Private Academic School. Such policies and procedures may be modified from time to time by Glade Run; provided that Glade Run shall take no action which violates any student's right to Due Process under the Constitution of the United States, the Pennsylvania Public School Code of 1949, as amended, 22 Pa. Code § 14.35, and the rules and regulations adopted by the Pennsylvania Department of Education.
- B. The District hereby agrees that Glade Run may employ, with respect to the students which the District has referred to it pursuant to this Agreement, the same physical intervention procedures to include crisis preventative measures such as a call for crisis assessment and parent/student grievance procedures normally employed by Glade Run. Such policies and procedures may be modified from time to time by Glade Run; provided that Glade Run shall take no action which violates any student's right to Due Process under the Constitution of the United States, the Pennsylvania

Public School Code of 1949, as amended, and the rules and regulations adopted by the Pennsylvania Department of Education.

- C. The District hereby agrees to pursue truancy proceedings in the event a student receiving educational services under the provisions of this Agreement is absent on eight (8) or more occasions during the school year without a valid written excuse. Such proceedings shall be instituted by the District within ten (10) school days of receipt of written notification by the District from Glade Run staff of the student's eighth absence. Facsimile transmissions for such notice shall be accepted.

#### 5. TRANSPORTATION

The District shall be responsible for providing transportation for the students to Glade Run, and all transportation costs incurred by Glade Run required for fulfillment of the terms of this Agreement. The District is responsible for disciplining and/or responding to inappropriate behaviors of the students during transportation. Glade Run will work with the District to address inappropriate behaviors during transportation, of which it becomes aware.

#### 6. VISION, SPEECH AND HEARING SCREENINGS

Glade Run will provide speech, hearing and vision screenings to students in grades 1, 2, 3, 7 and 11 enrolled in St. Stephen's Lutheran Academy by an outside provider. Any ancillary services which are identified as necessary for the student as a result of such screenings, including but not limited to speech / language evaluations, hearing evaluations, and therapy sessions for speech, language and / or hearing, shall be the responsibility of the District. Upon receipt of written authorization from the District, the services may be obtained through Glade Run by an outside provider. The charges for said services are identified on the attached fee schedule (Attachment B). Glade Run shall provide the District with written notice of the services identified as necessary for the student as a result of the above-referenced screenings. Unless the District responds in writing within seven (7) school days of receipt that said services are not to be provided, the District shall be financially responsible for the provision of said services. Facsimile transmissions for such notice shall be accepted.

#### 7. DENTAL EXAMINATIONS

The District shall retain responsibility for all dental examinations pursuant to the Pennsylvania Public School Code.

## 8. OCCUPATIONAL AND PHYSICAL THERAPY

Occupational and/or physical therapy evaluations will be completed with parental consent and upon referral. Therapy will be provided on site during school days as necessary. Services will be rendered by licensed and qualified occupational and physical therapy personnel. Upon receipt of written authorization from the District, the services may be obtained through Glade Run by an outside provider. The charges for said services are identified on the attached fee schedule(Attachment C). Glade Run shall provide the District with written notice of the services identified as necessary. Unless the District responds in writing within seven (7) school days of receipt that said services are not to be provided, the District shall be financially responsible for the provision of said services. Facsimile transmissions for such notice shall be accepted.

## 9. RECORDS.

The District shall retain responsibility for maintaining the original student records subsequent to the student's discharge pursuant to the Pennsylvania Public School Code.

## 10. INDEMNITY

The parties hereby agree to indemnify, defend, and hold harmless each other, their respective directors, officers, employees, agents, and affiliated corporations from any and all claims and losses, including attorney's fees, accruing or resulting to any person, firm, or corporation who claims injury or damages during the term of this Agreement which resulted from the acts or omissions of the party's employees or agents, any real property owned or leased by such party, or the operation or maintenance of any equipment or vehicle provided or used by such party, including costs and expenses in violation of proprietary rights, or right of privacy arising out of the publication, translation, reproduction, delivery, performance, use, or disposition of any data furnished under this Agreement, or based in any libelous or unlawful matter contained in such data.

## 11. INSURANCE

Glade Run shall maintain and keep in force public liability, personal liability, property damage, and workmen's compensation insurance, insuring Glade Run and its agents and employees who may be acting pursuant to this Agreement against any and all claims which may arise out of its performance under the terms, conditions, and provisions of this Agreement.

## 12. CONFIDENTIALITY

Glade Run and the District, their agents and employees, shall perform their respective obligations under this Agreement in such a manner as to insure that records, names, and identities of persons counseled, treated, or rehabilitated, shall remain confidential, except where disclosure is permitted by law. All information developed

pursuant to the fulfillment of the terms of this Agreement as between Glade Run and the District and their respective agents and employees shall not be considered confidential.

13. MODIFICATION

This document, and all attachments hereto, whether physically incorporated or incorporated by reference, contains all the terms, provisions, and conditions of this Agreement. No term or provision may be unilaterally modified or amended.

Any alteration, variation, modification, or waiver of a provision to this Agreement shall be valid only when reduced to writing, duly signed by the parties to this Agreement, and attached to the original of the Agreement.

14. ASSIGNMENT

Neither party may assign any part of this Agreement without the prior written approval of the other party hereto.

**INTENDING TO BE LEGALLY BOUND HEREBY**, witness the hands and seals of the parties, the day and year first written above.

**GLADE RUN LUTHERAN SERVICES**



Charles T. Lockwood, President/CEO      date

**SHALER AREA SCHOOL DISTRICT**

 7/30/14  
Superintendent of School District      date



ATTACHMENT A  
ST. STEPHEN'S LUTHERAN ACADEMY - EDUCATION SERVICES  
REFERRAL CONFIRMATION  
2014-2015

Name of Student: \_\_\_\_\_ Social Security: \_\_\_\_\_

School District of Residence: \_\_\_\_\_

Date: \_\_\_\_\_

\_\_\_\_\_ is requesting placement of the above-  
[Insert Name of School District]  
referenced student at Glade Run Lutheran Services/St.Stephen's Academy ("Glade Run")  
in the following program pending acceptance by Glade Run.

(check one)

- \_\_\_\_\_ Approved Alternative Regular Education Program(full school year) - \$21,320 student
- \_\_\_\_\_ Special Education Program (full school year) - \$22,340 per student
- \_\_\_\_\_ Enhanced Education Program (full school year) - \$27,581 per student
- \_\_\_\_\_ Life Skills Program(full school year) - \$27,581 per student
- \_\_\_\_\_ Autism Education Program (full school year) - \$34,752 per student
- \_\_\_\_\_ Tertiary Education Program (full School year) - \$34,070 per student
- \_\_\_\_\_ ESY(Extended School Year) - \$3,500
- \_\_\_\_\_ Kindergarten(full school year) - \$26,520

I confirm that I am authorized to recommend the placement of the above referenced child for the service indicated above.

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Name (Printed): \_\_\_\_\_

Title (check box):

- Director of Special Education     School Psychologist     Principal     Superintendent

**Return 1 copy by fax to Debra Vey at (724) 452-6576 and  
1 copy by fax to Kelly Wheeler at (724) 452-0468**

A copy of this Referral Confirmation shall be valid as the original.

**FOR EDUCATION DEPARTMENT USE ONLY:**

Authorized by Finance (Date): \_\_\_\_\_

Authorized by Contracts (Date): \_\_\_\_\_

Date of Admission: \_\_\_\_\_

## ATTACHMENT B

### CHARGES FOR ANCILLARY SERVICES

Speech/Language Evaluation.....	\$150.00/child*
Speech/Language Screening.....	\$ 50.00/child*
Hearing Screening(pure tone and impedance).....	\$ 50.00/child*
Therapy Session(speech/language/hearing).....	\$ 75.00/child*

Rate may be subject to change with 30 days prior, written notification by Glade Run

See Description of services below:

#### Speech, Language and Hearing Evaluations

Speech, Language and Hearing Evaluations are completed with parental consent upon referral or screening concerns. A diagnostic evaluation may include: an articulation protocol, a language tool, and vocabulary measure either receptive or expressive modalities. Language sampling, if needed, is used. Formal tests are selected on case-by-case basis as indicated by need. A written report will be provided. A two week time frame may be necessary to complete the testing and supply the report. Speech, Language and hearing Evaluations are completed annually for the following grade levels: 1, 2, 3, 7 and 11. Additional services will be provided as necessary at the then applicable rates provided by the outside provider.

#### Instruction/Therapy

If identified as "in need" by standardized testing measures (at least a six month delay), an Individualized Education Plan will be formulated for each client and reviewed yearly. Goals will be established specific to each client's needs. A Speech Therapy Summary will be done at each yearly review. Speech personnel can be available for conferences, but it will be difficult due to scheduling conflicts. A case-by-case review based upon need will govern attendance.

Therapy will be provided on site during school days from September through the close of the school calendar. Each session will last approximately 25-30 minutes in length either individually or in groups of ten, but not more than three if similar goals are shared. Therapy will proceed until all goals are met, child leaves, or participation level diminishes with no chance of change. When therapy involves high school or equivalent child clients, it is important that the individual desires to participate and change his/her patterns. If not, discontinuation of services will be necessary. Motivation becomes a key issue in commencing or continuing services.

Sessions are usually weekly. Carryover activities will be provided to foster further progress. Daily therapy logs will be used to record progress throughout the year.

Services will be provided by a certified licensed Speech Pathologist or an assistance who directly coordinates programs with the Speech Pathologist who are contracted by Glade Run. Credentials may be reviewed if requested. All speech personnel possess at least a Bachelor's degree in Speech Pathology.

ATTACHMENT C

CHARGES FOR PHYSICAL/OCCUPATIONAL SERVICES

Session/Evaluation with Occupational Therapist.....	\$85.00 / hour
Session with Occupational Therapy Assistant.....	\$75.00 / hour
Session/Evaluation with Physical Therapist.....	\$85.00/ hour
Session with Physical Therapy Assistant.....	\$75.00/hour

Physical and/or Occupational Therapy Evaluations are completed with parental consent upon referral. Educationally related goals will be formulated by the evaluating occupational therapist or physical therapist for inclusion in the child's IEP.

Therapy will be provided on site during school days as necessary. Services will be rendered by licensed and qualified occupational and physical therapy personnel. Credentials may be reviewed upon request.

## MENTAL HEALTH SERVICES AGREEMENT

This Agreement is made this day of \_\_\_\_\_, 20\_\_ by and between the Glade Run Lutheran Services, and the Shaler Area School District, intending to be legally bound hereby, for the provision of mental health services by Glade Run Lutheran Services, to the Shaler Area School District.

### 1. Services Provided by Glade Run Lutheran Services

For the term of August 26, 2014 through June 09, 2015, Glade Run Lutheran Services shall provide, for the benefit of students designated by the Shaler Area School District, the following mental health services:

- (a) Professional staff, as is required by mutual agreement of the parties to implement the Mental Health Therapist position at Shaler Area School District in accordance with all applicable requirements of state and federal law; The essential services provided by the Mental Health Therapist include but are not limited to the following:
  - Individual therapy
  - Therapeutic /social skills groups
  - Assessing the behavioral health needs of identified students
  - Developing a plan of service for identified students
  - Implementing individual behavioral health support
  - Providing crisis support throughout the school day
  - Engaging in one to one interventions regarding behavioral skills

- Providing student specific consultation to educational staff
  - Providing clinical consultation and mental health education to teachers
  - Regular Family contact and family engagement as needed
  - Parent education related to child development, positive support and discipline strategies
  - Service coordination with outside providers and community resources
- (b) Supervisory staff, as is required to effectively and efficiently implement this Agreement;
- (c) Such supplies, equipment and other clinical materials, as are necessary to implement the Mental Health Therapist role, and as mutually agreed upon by the parties;
- (d) Any other personnel, material or service mutually agreed upon by the parties.
- (e) Therapist will participate in clinical training and case consultation at Glade Run site one half day each month

2. **Services Provided at Shaler Area Schools for Glade Run Lutheran Services**

For mental health services to be provided at premises owned or leased by the Shaler Area School District, the Shaler Area School District shall provide the following:

- (a) Dedicated office with a desk, phone and locking file cabinet, to provide confidential space to meet with students, make phone calls, and maintain

confidential documentation. Also requested is e-mail access and a mailbox to receive information.

(b) Assistance, cooperation and participation of Shaler Area School District administrative, professional and support staff in the development and implementation of proposed mental health services;

(c) Any other personnel, material or service mutually agreed upon by the parties.

3. **Documentation**

Glade Run Lutheran Services, shall provide to Shaler Area School District, prior to the assignment of any personnel to Shaler Area Schools for the provision of services under this Agreement, all certifications, licenses, criminal background checks, child abuse reports and FBI clearances as required by law. Prior to the provision of any service under this Agreement, Glade Run Lutheran Services, shall furnish Shaler Area School District proper documentary evidence of liability insurance coverage during the contract period, with limits of liability *not less than* \$1,000,000.00 per occurrence and \$3,000,000.00 in the aggregate general liability and \$5,000,000 excess/umbrella liability coverage. Glade Run Lutheran Services shall add Shaler Area School District as an additional insured. Glade Run Lutheran Services, and all agents, employees, and subcontractors of Glade Run Lutheran Services, shall observe and comply with the provisions of the Individuals with Disabilities Education Act 2004, relevant portions of the Pennsylvania Public School Code, HIPAA, and all other applicable laws, rules,

regulations and requirements of any and all governmental bodies having jurisdiction over services to be rendered by Glade Run Lutheran Services.

4. **Compliance with Applicable Law**

Glade Run Lutheran Services shall ensure that the mental health services it provides comply with all requirements of State and Federal law to the extent such compliance does not depend upon the performance or actions of any other individual or entity beyond the control of the Glade Run Lutheran Services. Shaler Area School District shall provide such action, assistance or cooperation as is required to ensure that students referred to mental health services receive a Free Appropriate Public Education in compliance with all applicable provisions of state and federal law

5. **Payment for Glade Run Lutheran Services**

(a) Shaler Area School District agrees to pay Glade Run Lutheran Services the amount of \$69,010 for the following mental health services for the term August 26, 2014, through June 09, 2015.

- 1) Mental Health Therapist for eight (8) hours per day, five (5) days per week for the 2014-2015 school calendar.
- 2) Therapist will participate in weekly supervision and clinical consultation with Glade Run Lutheran Services Clinical Leadership, not to exceed three (3) hours per week during the thirty-six (36) week period while school is in session.

(b) Glade Run Lutheran Services will invoice Shaler Area School District on a monthly basis for the total cost of this contract pro-rated over the nine

month term of the Agreement (September 2014 – May 2015 for billing purposes.) Shaler Area School District agrees to pay Glade Run Lutheran Services the amount due within fifteen (15) days of invoice.

(c) Late payment Charge: A late payment charge of 1% per month on any unpaid balance will be applied to any account that is over sixty (60) days due.

6. **Liabilities**

The parties agree to indemnify, defend and hold harmless each other, their respective directors, officers, employees and agents, against all claims, damages, losses or penalties for personal injury or death or damage to personal or real property owned or leased by such party, or the operation or maintenance of any equipment or vehicles provided or used by such party arising out of any acts or omissions of the party's employees. None of the administrative, professional, paraprofessional or support personnel provided by the parties shall be considered employees or agents of the other party hereto for any purpose. The parties agree to indemnify, defend and hold harmless each other against all claims, damages, losses or penalties resulting from any judicial, administrative or another determination that any staff member of one party hereto is an employee or agent of the other party hereto.

7. **Term/Termination**

This Agreement will be effective for the term of August 26, 2014 through June 09, 2015, following the student school calendar. Either party has the right to



terminate the agreement upon the provision of thirty (30) days written notice of intent to terminate.

8. **Arbitrators Decision**

In the event that the Arbitrator's decision is not in favor of the placement of Glade Run Lutheran Services' therapist being placed at Shaler School District, this contract becomes null and void.

9. **Relationship of Parties**

It is understood by the parties that Glade Run Lutheran Services, is an independent contractor with respect to Shaler Area School District, and not employees of Shaler Area School District. Shaler Area School district will not provide fringe benefits, including health insurance benefits, paid vacation, or any other employee benefit, for the benefit of Glade Run Lutheran Services.

10. **Entire Agreement**

This Agreement 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.

11. **Amendment**

This agreement may be modified or amended if the amendment is made in writing and signed by both parties.

12. **Severability**

If any provision of this agreement shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this Agreement is invalid and

unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.

**13. Waiver of Contract Right**

The failure of either party to enforce any provision of this Agreement shall not be construed as a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this Agreement.

**14. Applicable Law**

The laws of the state of Pennsylvania shall govern this Agreement.

**Shaler Area School District**

\_\_\_\_\_  
Date

By: \_\_\_\_\_

\_\_\_\_\_  
Date

By: \_\_\_\_\_

**Glade Run Lutheran Services**

\_\_\_\_\_  
Date

By: Charles Lockwood

7/17/14  
Date

By: Charles Schwalbe  
President/CEO

## **AGREEMENT AND LEASE**

**This lease, made as of the 13<sup>th</sup> day of August 2014, by and between the Shaler Area School District, hereinafter called “Lessor”, and the Young Men’s Christian Association of Greater Pittsburgh, hereinafter called “Lessee”.**

Witnesseth

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

- A. Rogers Primary School – multi-purpose room, library, and playground
- B. Burchfield Primary School – classroom G14, playground/ball field and gym
- C. Shaler Area Elementary School – cafeteria (school year) & 4 to 5 classrooms, ball field, playground and gym (summer) and will have an end date two weeks prior to the start of school.
- D. Marzolf Primary School—multi purpose room, library, and playground

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

1. The term hereof shall begin the 20<sup>th</sup> day of August 2014, and shall end at 12 midnight on the 19<sup>th</sup> day of August 2016, and thereafter extend from year to year under the same terms and conditions, provided, however, that either party may terminate this lease by giving written notice of its intention ninety (90) days before the end of any term.
2. As annual rent for the premises, *Lessee* shall pay the *Lessor* the sum of one dollar (\$1.00) and other good and valuable consideration.

3. It is agreed between *Lessor* and *Lessee* that,
  - a. *Lessor* during the heating season shall provide such heat for the leased premises.
  - b. *Lessor* shall provide such ordinary custodial service for the leased premises.
  - c. *Lessor* shall maintain and provide for *Lessee's* use other utilities necessary to *Lessee* as are normally maintained at the various schools in which the premises are located.
4. *Lessee* agrees to conduct its before/after school child care program and summer day care/camp in accordance with the guidelines, which are attached hereto, marked [Exhibit A](#), and incorporated herein. *Lessee* further agrees to comply with all rules, regulations, and policies of the *Lessor* as applies to leased premises.
5. If *Lessee* fails to keep or comply with any of the covenants, terms or conditions of this lease, or with any notice given under the terms hereof, this lease may at the option of *Lessor*, be terminated following written notice to *Lessee* of such failure or noncompliance followed by a thirty (30) day period. During this time the *Lessee* may have the opportunity to correct said failure or abate said noncompliance and, if corrected or abated, this Lease may continue in full force and effect; provided, that, if *Lessor* deems it necessary for any reason deemed to be compelling by *Lessor*, this Lease may be, at the complete discretion of *Lessor*, terminated forthwith.
6. If, during the term of this Lease, a school building is so damaged or impaired that the premises located within that school building are rendered unfit for *Lessee's* occupancy, as determined by the *Lessor* this Lease shall cease and terminate forthwith as to that school building.
7. *Lessee* shall hold *Lessor* harmless for any loss or damage, which *Lessee*, or its agents or employees, may sustain by strike, lockout or other labor disturbance, energy curtailment, war, state or national emergency, civil commotion, sudden adverse act or nature or termination of this Lease at any time by *Lessor* for reasons, which *Lessor* deems to be compelling.
8. *Lessor* will arrange for telephone installation at *Lessor's* expense of at least one outside line at each building of the leased premises. Such

telephone installations must have the prior specific approval of the school district's physical plant manager. School telephones are not to be used by *Lessee* or its employees for any other purpose.

9. It is agreed between *Lessor* and *Lessee* that,
  - A. *Lessee* shall not make any alterations or additions to the premises.
  - B. *Lessee* shall, at the expiration of the Lease, return the premises to *Lessor* in as good condition as received, ordinary wear and tear expected.
  - C. *Lessee* shall not assign this Lease or sublease the premises.
  - D. *Lessee* shall hold *Lessor* harmless from any loss or damage which *Lessee*, its agents or employees may sustain:
    1. theft or burglary in or about the premises
    2. interruptions in any utility service, from any cause whatsoever
    3. loss, damage or injury due to fire, water, rain, snow, steam sewage, gas or odors, from any source whatsoever
    4. other damage or injury.
  
10. *Lessee* represents and warrants that during the period of its use and occupancy of the premises, and will comply with all laws, licensing requirements and applicable regulations of local, state and federal governments, including those of the Pennsylvania Department of Public Welfare, Office of Child Development.
  
11. *Lessee* shall indemnify, hold harmless and defend *Lessor* from and against any and all costs, expenses (including reasonable counsel fees) from any liabilities, losses, damages, suits, actions, fines, penalties, claims or demand of any kind and asserted by or on behalf of any person or government arising out of, or in any way connected with the before/after school child care program or summer day care/camp programs. *Lessor* shall not be liable to *Lessee* on account of: (i) any failure by *Lessee* to perform any of the agreements, terms, covenants or conditions of this *Lease* required to be performed by *Lessee*; (ii) any failure by *Lessee* to comply with any statutes, ordinances, regulation or orders of any governmental authority; or (iii) any accident, death or personal injury or damage to our loss or theft of property which shall occur on, in or about the premises.
  
12. *Lessee* shall maintain and have in full force and effect during the periods of this Lease the following insurance:

- A. Policies of comprehensive general liability insurance, including public and property damage liability coverage with the following limits:
    - 1) Public liability insurance in an amount of not less than one million dollars (1,000,000.00) for bodily injury and/or wrongful death, to any one person.
    - 2) Property damage insurance in an amount of not less than one million dollars (1,000,000.00) per occurrence.
    - 3) Umbrella liability coverage for property damage and bodily injury in an amount not less than three million dollars (3,000,000.00).
    - 4) Non-owned and or hired automobile liability insurance in an amount not less than one million dollars (1,000,000.00).
    - 5) *Lessor* shall be names as an additional insured party and policies or certificates shall provide for a minimum of thirty- (30) days written notice to *Lessor* prior to cancellation of any of the insurance.
  - B. *Lessee* represents and warrants that during its period of use and occupancy of the premises, it will comply with all applicable workers' compensation, unemployment compensation, and other employee insurance programs required by law.
  - C. Prior to the date of original occupancy, *Lessee* shall furnish to *Lessor* written proof of *Lessee's* compliance with the above insurance provisions.
13. *Lessor* shall maintain and have in full force and effect during the periods of this Lease the following insurance:
- A. Standard fire and hazard insurance with extended coverage on the school buildings involved in the before/after schoolchild care and summer programs with limits designed to avoid the effects of the co-insurance clause of the insurance policy.
  - B. This also includes comprehensive general liability insurance with limits of coverage normally carried by school districts for elementary schools.
14. Neither *Lessor* nor *Lessee* shall be liable to the other nor to any insurer of the other party claiming by way of subrogation through or under either one with respect to any loss, damage, injury or death to the extent either party shall be reimbursed or has the right to be reimbursed out of hazard insurance carried or obligated to be carried by *Lessor* or *Lessee*, as the case may be, with respect to such loss, damage, injury or death. In the event their respective insurance policies do not already provide for waiver or subrogation, *Lessor* and *Lessee* each agree to obtain a waiver of subrogation endorsement from their respective insurers.

15. In the event the *Lessor* becomes subject to any real estate, business privilege, or other federal, state or local taxes by virtue of the lease of the previously mentioned premises, *Lessee* agrees to pay or reimburse the *Lessor* for the full amount of the taxes applicable to this Lease or the use of the premises.
16. *Lessor's* name and the name of the building may be used as an element in promotion and advertising *Lessee's* before/after school child care program.
17. Each school building principal shall represent *Lessor* at the school building level in administering this Lease. Provided, however, that any notice or demand hereunder shall be sufficiently given or made upon *Lessor* of mailed by first class postage, or personal delivery, to the *Lessor's* superintendent.
18. Any notice or demand hereunder shall be sufficiently given or made upon *Lessee* if addressed to *Lessee* at One Gateway Center, 420 Ft. Duquesne Blvd. Suite 625 Pittsburgh, PA., 15222 and deposited in the mail with first class postage affixed, or by personal delivery to the same address.

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

**Attest:**

**Shaler Area School District**  
(Lessor)

\_\_\_\_\_

\_\_\_\_\_

**Attest:**

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

\_\_\_\_\_

\_\_\_\_\_

# **EXHIBIT A**

**North Boroughs YMCA of Greater Pittsburgh**

**629 Lincoln Avenue**

**Pittsburgh, PA 15202-3405**

412.761.1227

School Age Child Care (SACC) and Summer Day Camp/Care

Prepared for the

**Shaler Area School District**

YMCA School Year and Summer Program guidelines

## **Operation**

### **1. Hours of Operation**

- A. The SACC Program will be conducted at Burchfield, Marzolf, Rogers and Shaler Elementary Schools between the hours of 7:00 – 9:00am and 3:00 – 6:00pm, Monday through Friday.
- B. The program will operate from 7:00am through 6:00pm at Burchfield Primary on weekdays school is not in session. This includes conference days, teacher's in-service days, seasonal breaks, and when school is cancelled due to inclement weather. The YMCA will abide by the dates approved by the Shaler Area School District Building and Grounds Supervisor. The summer program will operate from 7am through 6pm and end the summer program two weeks prior to the start of school.
- C. If an early dismissal of students from school occurs, the Lessee will operate the before/ after school child care program from the hour of dismissal until 6:00 P.M. or until the last child is picked up. If an emergency closing of school requires the evacuation of the building, the Lessee, along with parents will arrange for transportation to student's homes. (All transportation costs shall be borne by the parents or legal guardians.)
- D. All employees of Lessee who work directly with children must comply with the requirements of Act 33, Act 34 and FBI cogent fingerprinting. Employees also will have a health screening conducted annually with a TB test by Mantoux method at initial time of hire.
- E. All correspondence intended for distribution among parents or the general public will be provided to the assistant superintendent of elementary education for approval prior to distribution through the schools.
- F. Summer program will be conducted at Shaler Elementary, Monday through Friday between the hours of 7am through 6pm for 8 weeks during the summer months.

### **2. Enrichment, Attendance and Transportation**

All arrangements for enrollment, attendance and transportation to and from the program location are the responsibility of the parents or other legal guardians and Lessee.



### 3. Program Activities

- A. The SACC/Summer program site directors will submit monthly lesson plans and written communications, i.e. parent newsletters, to the building principal upon request.
- B. The program is designed to promote out-of-school learning opportunities for children and youth attending any one of the Shaler Area School District Schools. SACC and summer programs will focus on the 40 Developmental Assets, both internal and external that elementary-age kids need in order to succeed. The programs are designed to meet the needs of children and youth.
  - 1. Programs are based on educational principals appropriate for each child's developmental level. Age appropriate activities are offered in both large and small group settings.
  - 2. On a daily basis children will be exposed to activities that incorporate fun, enrichment programming for out-of-school learning that focuses on:
    - Literacy
    - Creative Expression
    - Health education and physical activity
    - Social Studies/Math/Science
    - Developmental Assets/Values Programming
  - 3. The programs offer security and protection during the day when parents are not available.
  - 4. Opportunities for outdoor and recreational activities are provided.
  - 5. School age children have a high level of interest in task-oriented activities, such as craft and cooking, these types of activities are included in the curriculum to challenge their present abilities and teach them new skills.
  - 6. A physical education program, Food for Fun and HEPA (Healthy Eating and Physical Activity) is provided so that children can develop healthy habits and physical fitness. Fruit or vegetables and a whole grain are served at snack time.
  - 7. The children will have opportunities to learn appropriate social behavior through group discussions and projects, positive adult modeling and individual conduct evaluations and values clarification.
  - 8. The YMCA committed to serving the community by providing high quality programs, which strengthen the family unit. The YMCA will support and engage the family unit by planning monthly opportunities throughout the year for children and parents to spend quality time together.

### Discipline

Staff facilitates the development of self-control in the school age child by using positive guidance techniques such as modeling and encouraging expected behavior, redirecting children to a more acceptable activity and

setting clear limits. Occasionally staff may use positive incentive programs to assist in the development of desired behavior.

First Discipline: Disciplinary Report: Parents are notified and the staff and parent will agree upon a plan of action.

Second Discipline: Disciplinary Report: After parent notification, the staff and parent will agree upon a plan of action. The YMCA reserves the right to suspend the child for an unlimited amount of time.

Third Discipline: Disciplinary Report: Parents are notified and the YMCA reserves the right to remove the child from the program permanently.

Not all children flourish in a group setting. A child's participation in the program is subject to their ability to assimilate with the program format. The childcare director and parent will work together to benefit the child if alternate arrangements need to be made.

#### 4. Food and Snacks

The after school program will include a daily, nutritious snack between the hours of 4-5pm. The snacks will include two selections from the four basic food groups. The Lessor will provide access to proper refrigeration for storage of perishable products.

#### 5. Health

Health regulations are important for all the children and staff in the program. They are meant to protect from communicable illness and to protect those who are sick from becoming even sicker.

1. Lessor will provide soap and running water for handwashing.
2. For children who become ill while at the program, parents are contacted and the child sent home with parent or authorized individual. Until the parent arrives, the child will rest in a quiet area, supervised by a staff person.
3. Emergency files are kept for each child. Parents are notified of any severe illness or accident by telephone by the program staff. The staff will expect parents to respond as soon as possible in an emergency.
4. Parents may not send a child to the program if:
  - The child was not permitted to attend school that day due to illness.
  - The child has a communicable illness and the incubation period has not expired. Return to the center will require a doctor's permission slip.
  - The child is too ill to participate in the program. In every case, the parents have the responsibility to inform the program staff of the reason for their child's absence.

5. We have an obligation under the Department of Public Welfare regulations and the YMCA of Pittsburgh policies to enforce health care policies.

### ***Emergency Medical Care Procedures***

In case of a serious injury or medical emergency, the staff member in charge will:

- 1) Contact the parent by phone.
- 2) If unable to reach a parent, the staff member in charge will contact the emergency person listed as the emergency contact in the child's file. If unable to reach the emergency contact, the staff member will contact the doctor listed on the medical form in the file and an emergency contact person listed in the child's records.
- 3) If emergency treatment is needed, the staff member will call the local paramedic or ambulance for transportation to the hospital. A report will be filed and a copy will be maintained in the facility.

### **Suspected Child Abuse**

Program staff that either suspect or are informed by a child or other informant that child abuse may have occurred, are under legal obligation by the Commonwealth of Pennsylvania to inform the proper authorities.

### **Medication**

Generally, medication is not administered to children. However, under very limited circumstances, the staff will administer personal prescriptions billed by a pharmacist that have a label bearing the physician's name, child's name and dosage, plus time of medication. A parental permission slip must be on file with the Lessee.

#### **6. Equipment**

- A. The Lessee will provide all necessary equipment, supplies and materials for the implementation of the program, other than the physical grounds.
- B. One exception will be the installation and service, by the Lessor, of a telephone for purposes only related to the program.

#### **7. Evaluation**

- A. The program requires an evaluation process every year that includes the children and the parents.
- B. A minimum of one evaluation meeting will be scheduled between the building principal and program staff each year.

#### **9. Fees**

- A. Children are registered for three day or five-day service. Tuition is set by Lessee and paid per month as follows:  
Membership fee: \$59.00/year

- Before School 7-9am                    \$72 /3 days/week  
    \$87 / 5 days/week
- After School 3:25-6pm                \$128/ 3 days/week  
    \$153/ 5 days/week

Tuition is collected bi-weekly through EFT September 1st through May 15<sup>th</sup>. There are no payments in August or June.

- Full day/Fun day's (at Burchfield) 7am-6pm \$30/day
  - Two hour delays or early release days \$4/hr
  - Late pick up    \$15 for every 1-15 minutes past 6pm
- 1) A minimum enrollment of 12 full time students per site and session must be met in order to operate or continue the program at each site.
  - 2) Summer enrollment begins in March at which time fees will be set.
  - 3) Any transportation fees incurred will be paid directly to the provider.

*The YMCA reserves the right, at any facility location during the year, to edit or cancel any program hours that financially burden the YMCA.*

# Kennywood

4800 Kennywood Boulevard  
West Mifflin, Pennsylvania 15122  
412/461-0500

July 18, 2014

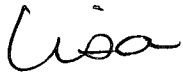
Dr. Wesley Shipley  
SHALER AREA SCHOOL DISTRICT  
1800 Mount Royal Blvd.  
Glenshaw, PA 15116

Dear Dr. Shipley,

We have scheduled, subject to your approval, the **SHALER AREA SCHOOL DISTRICT's** School Picnic for **Saturday, 5/2/2015**. An agreement for this date is enclosed. If the agreement is satisfactory, please return one signed copy to us in the envelope provided and maintain the other copy for your files.

Thank you for your continued patronage with Kennywood and we look forward to hosting SHALER AREA SCHOOL DISTRICT next season. If you have any questions or concerns, please call me at (412) 461-0500 ext.1233.

Sincerely



Lisa Bliss  
Director of School Sales  
Kennywood Park

Enclosures



KENNYWOOD INFORMATION	
Park Name:	Kennywood
Mailing Address:	4800 Kennywood Blvd.
City/State/Zip Code:	West Mifflin, PA 15122
Contact Name:	Lisa Bliss
Telephone:	412.461.0500 x1233

**SCHOOL PICNIC AGREEMENT**

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**GROUP INFORMATION:**

Name: SHALER AREA SCHOOL DISTRICT  
 Street Address: 1800 Mount Royal Blvd.  
 City: Glenshaw State: PA Zip Code: 15116  
 Phone No.: \_\_\_\_\_ Facsimile: \_\_\_\_\_  
 Contact Name: Dr. Wesley Shipley

Event Date: Saturday, 5/2/2015

**TICKETS:**

<u>TICKET TYPE</u>	<u>ESTIMATED ATTENDANCE</u>	<u>PRICE PER TICKET</u>
<b>2015 School Ticket price is \$26.00</b>	N/A	\$26.00

**SPECIAL INSTRUCTIONS**


1. No personal checks will be accepted by Kennywood.
2. No outside caterers, food (including covered dishes) or (alcoholic or non-alcoholic) beverage products may be brought into Kennywood by the School Picnic Organization.
3. Kennywood agrees to grant a round trip transportation allowance of one dollar (\$1.00) for each student, teacher or other adult arriving by chartered or school buses at the Park by 1pm on the day of the scheduled school picnic.

THIS AGREEMENT IS SUBJECT TO THE ATTACHED TERMS AND CONDITIONS. BY SIGNING BELOW, GROUP REPRESENTS AND WARRANTS THAT IT UNDERSTANDS THE TERMS AND CONDITIONS AND AGREES TO BE BOUND BY THEM.

GROUP – date signed: \_\_\_/\_\_\_/\_\_\_

KENNYWOOD – date signed: 7/16/14

\_\_\_\_\_  
Signature

  
Signature

\_\_\_\_\_  
Print Name and Title

Lisa Bliss  
Print Name and Title

## TERMS AND CONDITIONS OF GROUP EVENT AGREEMENT

**1. PARTIES:** This Group Event Agreement ("Agreement") is entered into between the Park and the Group referenced on page one of this Agreement. Group is herein appointed for the purpose of ticket sales only and shall have no power or authority to act for Park in any capacity other than in the sale or disbursement of consigned group Event tickets.

**2. ACCEPTANCE:** This Agreement becomes effective and binding on the date of Group's signature. The signatures on behalf of Group and Park on the page one of this Agreement evidence agreement to all of the terms and conditions of this Agreement.

**3. GROUP EVENTS:** All group Events are subject to the terms and conditions of this Agreement and the terms and conditions printed on the tickets involved in the Event.

**4. TICKETS & PRICES:** Group may reserve additional tickets for the Event at the prices listed on the reverse side of this Agreement. Title to all tickets shall remain with Park until sold. Tickets may only be sold to group's members and not Online, to the general public (except as invited by the Group), or otherwise.

**5. FOOD AND BEVERAGES:** N/A

**6. EVENT AREA RESERVED:** N/A.

**7. DEPOSIT FEE** N/A

**8. FINAL GUARANTEE:** N/A.

**9. PAYMENT:** Group shall pay for all consignment ticket sold (if any) and return unsold tickets to park within ten days of picnic date along with payment in full. Group shall remit payment in the form of cash, money order or approved Group check (no second-party or personal checks will be accepted), and forwarded to Park's mailing address specified.

**10. TAX:** N/A

**11. CANCELLATION:** Either party may cancel the Event by providing thirty (30) days prior written notice to the other party. In the case of inclement weather, Park may close the Park and will attempt to reschedule the Event. Park, in its sole discretion, shall make the decision whether to close the Park. Park is not responsible for disruption of the Event by nature, or for any damages, costs or expenses arising out of cancellation

**12. RISK OF LOSS:** Group assumes full responsibility and risk of loss for any group tickets consigned, and agrees to pay Park the equivalent cash value for all non-returned tickets, regardless of the reason or cause for said non-return.

**13. REFUNDS:** Park shall not give any refunds, nor anything else of value, for pre-purchased tickets that are not used.

**14. WARRANTY:** The person who executes this Agreement on behalf of each party expressly represents and warrants that s/he has the full and complete authority to do so. **EXCEPT AS EXPRESSLY SET FORTH HEREIN, PARK MAKES NO FURTHER WARRANTIES AND SPECIFICALLY DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.**

**15. LIABILITY:** Park reserves the right to inspect and control all private Events in the Park. Park shall not be liable for personal property or equipment brought into the Park Facility.

**16. INDEMNIFICATION:** Group shall indemnify, hold harmless and defend Park (including its managers, owners, officers, directors, agents, employees, affiliates and parent companies), from all claims, liabilities, damages or costs (including reasonable attorneys' fees), which may be incurred in conjunction with the Group's acts or omission, negligence, willful misconduct or illegality, or in connection with this Agreement.

**17. INSURANCE:** N/A.

**18. ASSIGNMENT & MODIFICATION:** This Agreement is not assignable and shall not be modified except in writing and signed by both parties.

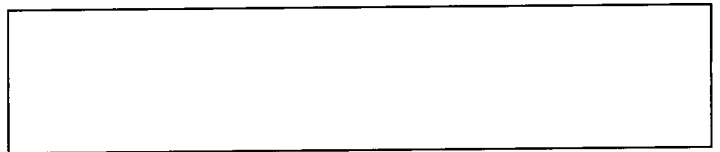
**19. GOVERNING LAW:** : The laws of the State of Pennsylvania shall govern the validity, performance and construction of this Agreement. Jurisdiction and venue shall lie in the courts in Allegheny County, PA.

**20. INDEPENDENT CONTRACTOR:** Each party hereto is an independent contractor bearing its own risk of profit and loss.

**21. SEVERABILITY:** The unenforceability or illegality, in whole or in part, of any provision of this Agreement shall not affect the validity of the remainder of such provision or of any agreement resulting from such invalidity.

**22. SURVIVAL:** Any provision herein that by its nature should survive, shall survive the termination or expiration of this Agreement.

**23. WAIVER:** Delay or failure of Park to enforce any right or remedy under this Agreement shall not impair, or be deemed a waiver of, any right or remedy hereunder. The waiver by Park of the breach or default of any condition or provision hereof shall in no way impair the right of Park to avail itself of any right or remedy for any subsequent breach or default thereof.



# SHALER AREA SCHOOL DISTRICT

No: 217

SECTION: PUPILS

TITLE: GRADUATION REQUIREMENTS

ADOPTED: MAY 20, 1998

REVISED: OCTOBER 20, 2004; MAY 18, 2005; DECEMBER 13, 2006

217. GRADUATION REQUIREMENTS	
1. Purpose SC 1613	<p>The Board shall establish graduation requirements and acknowledge each student's successful completion of the instructional program by awarding diplomas and certificates at graduation ceremonies.</p>
2. Authority SC 1611	<p>The Board shall award a regular high school diploma to every student enrolled in this District who meets the requirements of graduation established by this Board. A student cannot receive a high school diploma by presenting evidence of a G.E.D. in lieu of the requirements of graduation established by the Board.</p> <p>There shall be only one (1) diploma awarded by this District and no distinctions shall be made between various programs of instruction.</p> <p>The requirement for graduation shall be the completion of work and studies representing the instructional program assigned to grades nine through twelve.</p> <p>The Board shall identify the planned courses that are required for graduation. These written plans shall be on file in the District and shall be made available upon request for review by the designated representatives of the Department of Education.</p>
Title 22 5.202	<p>In order to graduate from high school, a student shall demonstrate achievement of the academic standards as outlined in the District's strategic plan and in accordance with Policy 102 - Educational Goals.</p> <p>No student who has completed the requirements for graduation shall be denied a diploma as a disciplinary measure but she/he may be denied participation in the ceremony of graduation when personal conduct so warrants. Such exclusion shall be regarded as a school suspension.</p>
Title 22 Sec. 1614 Sec. 4.12, 4.24, 11.27 34 CFR Sec. 300.102, 300.305 Pol. 113	<p><b><u>Students with Disabilities</u></b></p> <p>The Board shall permit an identified student with a disability <b>whose Individualized Education Program (IEP) prescribes continued educational services</b>, to participate in graduation ceremonies with his/her graduating class, <del>even though the student will not be granted a diploma and will continue to receive educational services.</del> <b>and receive a certificate of attendance, provided that the student has attended four (4) years of high school. The Board shall issue a high school diploma to each student with a disability who completes the graduation requirements established by the Board or the goals established in the student's IEP, as determined by the student's IEP team.</b> Said student cannot graduate a second time once educational</p>



services end if he/she graduated with their chronological-aged class.

**Part-Time Students**

**Title 22  
Sec. 11.5, 11.8**

**A student may qualify for graduation by attending a district school part-time when lawfully employed part-time or when officially enrolled part-time in a postsecondary institution.**

**Full-Time Postsecondary Students**

**Title 22  
Sec. 11.4, 11.8**

**The fourth year of high school shall not be required for graduation if a student has completed all requirements for graduation and attends a postsecondary institution as a full-time student.**

3. Delegation of Responsibility

The Superintendent **or designee** shall be responsible for ensuring the following:

Title 22  
Sec. 4.24

**1. Publication and distribution of graduation requirements to students and parents/guardians.**

Title 22  
Sec. 4.12, 4.24,  
4.51, 4.52  
Pol.102, 127, 213

**2. Assessment of individual student attainment of academic standards to ensure the student's progress toward achievement of graduation requirements.**

**3. Accurate recording and reporting of each student's progress and accumulation of graduation requirements.**

Pol. 212  
Title 22  
Sec. 4.24

**4. Provision of assistance to those students having difficulty attaining the academic standards.**

**5. Development of a list of individuals who qualify for the award of a diploma.**

**6. Planning and execution of graduation ceremonies that appropriately recognize this important achievement.**

**Diplomas for Eligible Veterans**

In order to honor and recognize eligible veterans who left high school prior to graduation to serve in World War II or the Korean War, the Board shall grant a diploma to a veteran who meets the applicable requirements of law and completes the required application.

Upon proper application, the Board may award a diploma posthumously to a veteran who meets the stated requirements.

References:

School Code - 24 P.S. Sec. 1611, 1613, 1614

State Board of Education Regulations - 22 PA Code Sec. 4.13, 4.24, 4.52  
11.4, 11.5, 11.8, 11.27

**Individuals with Disabilities Education Act, Title 34, Code of Federal Regulations – 34 CFR Part 300**

Board Policy - 100, 102, 113, 127, 213, 216, 233

# SHALER AREA SCHOOL DISTRICT

No: 810

SECTION: OPERATIONS

TITLE: TRANSPORTATION

ADOPTED: DECEMBER 9, 1998

REVISED: APRIL 21, 1999; JULY 12, 2004; DECEMBER 13, 2006; JULY 18, 2007; MAY 13, 2009;  
MARCH 21, 2012

<p>1. Purpose Title 22 Sec. 23.4 SC 1361</p> <p>2. Authority</p> <p>Title 22 Sec. 14, 15</p> <p>20 U.S.C. Sec. 1681 et seq 42 U.S.C. Sec. 2000 et seq Pol. 104</p>	<p style="text-align: center;">810. TRANSPORTATION</p> <p>Transportation for students shall be provided in accordance with law and the following guidelines:</p> <p>The Board may purchase, equip, and maintain vehicles or contract for school bus services for the transportation of students to and from school at regularly scheduled hours and for the transportation of students on field trips and athletic trips.</p> <p>Transportation service will be provided for resident students who live more than two (2) miles from the assigned secondary school or more than one and one-half (1-1/2) miles from the assigned primary and elementary (K-6<sup>th</sup>) schools. Transportation service may be provided to students who live on roads which have been certified as hazardous by the Pennsylvania Department of Transportation.</p> <p>Students who attend public schools and meet the criteria for distance or safety shall be provided transportation service within the attendance areas served by their designated schools. If permission is granted to attend a school outside of the normal attendance area because of a change of family residence during the school year, the parents must provide transportation for the student.</p> <p>Transportation shall not be provided to non-public, non-profit schools located more than ten (10) miles beyond the boundaries of the school district.</p> <p>The non-public, non-profit school shall certify in writing that all students for whom transportation is requested are residents of the Shaler Area School District and are enrolled in their regular education program from kindergarten through grade twelve.</p> <p>Special education and handicapped students shall be provided transportation in accordance with the provisions of the State Board of Education regulations.</p> <p>No driver shall be employed until such candidate has finalized the mandatory background check requirements for criminal history, child abuse, and FBI fingerprinting and the District has evaluated the results of that screening process. However, the candidate can begin employment while these various background checks are being processed.</p>
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Reports of Employee Crimes/Child Abuse

District bus drivers and/or the district's transportation contract carriers shall be responsible to inform the district in writing at the beginning of each school year whether or not they or any of their employees:

1. Have been charged, subsequent to approval as a district bus driver, with a criminal offense that would bar their employment as bus drivers or contracted service providers.
2. Were charged with a crime deemed serious under the criteria established by law.
3. Have been charged with or convicted of crimes that affect their suitability to have direct contact with students.

SC 111

3. Guidelines

Bus Stops and Schedules

Prior to the beginning of each school year, the Board shall approve the transportation bus stop locations for that year.

Minor modifications may be made by the administrative staff when necessary. Additions or deletions to the list of approved bus stop locations must be subsequently approved by the Board.

The following guidelines shall be followed in developing transportation schedules:

1. Stop locations will generally be located no closer than 1,500 feet; however, on hazardous roads, stops may be scheduled no closer than 500 feet. Existing bus stops as of September 1, 1997, in violation of the above will continue to be served. However, if and when students are no longer using this stop, services to said stop will be discontinued and the above rule will apply henceforth.
2. Stops will generally be located at intersections and not at a student's home. Exception may be made for special education and physically handicapped students upon the recommendation of the Supervisor of Pupil Personnel.
3. Students are generally required to walk up to 0.3 miles to a bus stop; however, they may be required to walk up to 1.5 miles in accordance with state law.
4. The district shall attempt to limit the ride times to one (1) hour or less in most instances.
5. Load limits on buses shall generally be kept to three (3) for primary and elementary school (K-6<sup>th</sup>) students per seat and two (2) for secondary schools (7<sup>th</sup>-12<sup>th</sup>) students per seat.
6. The maximum number of students at a bus stop shall be established. Exceptions may be made at stops where crossing guards are located.
  - a. High School (9-12) 25
  - b. Middle School (7-8) 25
  - c. Elementary School (4-6) 20
  - d. Primary School (K-3) 15

7. In the interest of efficiency and economy, transfer schedules may be established for both public and non-public school students.

Assignment of Students to Specific Runs

Only eligible students and authorized individuals shall be transported on vehicles.

Each student for whom transportation is provided shall be assigned a vehicle and a route. Students are not permitted to transfer to other vehicles or routes without prior authorization from the principal and the Transportation Department.

Parents may request in writing that a student be reassigned to a different vehicle or route.

Requests shall be reviewed and may be granted in accordance with the following criteria:

1. The route operates to/from the student's assigned school.
2. The route does not have to be changed or extended.
3. The stop exists on the route; a new stop is not created.
4. The number of students on the vehicle will not exceed the legal limits of the vehicle.
5. This change does not result in increased costs to the school district.
6. Except under emergency conditions, the change shall be reasonably long-term to allow compliance with state law mandating a roster of students being transported be in the possession of the bus driver.

Transportation to Day Care Centers

Requests to transport students to day care centers may be granted in accordance with the following criteria:

1. There are a minimum of 3 students transported to and from each licensed day care center.
2. The day care is located within the primary **or** elementary school boundary the student is assigned.
3. For schools where there is no licensed day care center within the primary school boundary, the District may grant transportation to/from the following centers if there are more than 3 students.

School Boundary

Burchfield

Day Care Center(s)

Burchfield YMCA  
Glenshaw Presbyterian Church

SC 111  
23 PA  
CSA 6301

Jeffery/St. Bonaventure

Glenshaw Presbyterian  
Rogers YMCA  
Mt. Alvernia

Marzolf

Mt. Alvernia  
Boys and Girls Club of Millvale

Reserve

Mt. Alvernia  
Boys and Girls Club of Millvale

Rogers

Rogers YMCA

#### School District Employees as Drivers

When practical, those employees who may not possess a commercial driver's license, such as teachers, coaches, activity sponsors or administrators, may be permitted to transport students in a district-owned vehicle or a district-leased vehicle. Such vehicles shall not be designated to transport more than ten (10) passengers including the driver.

An employee requesting the use of a district-owned vehicle must submit a transportation request form to his/her supervisor at least two (2) days in advance. The form, along with a copy of the employee's current valid operator's license, shall then be forwarded to the transportation department for approval and scheduling.

#### Public Fares

Public transportation passes will generally be issued when it is the most economical and feasible means of transport.

#### Contracted Services

When it is impracticable or unreasonably expensive to provide transportation service with district vehicles or public transportation, transportation service may be contracted as follows:

1. With another public school district.
2. With a non-public school entity.
3. With a public carrier properly licensed in the Commonwealth.
4. With a parent contract.

The contractor shall provide a certificate of insurance providing coverage as required by the district. The contractor shall also comply with all federal and state laws and regulations. All carriers with the exception of parents of the students being transported shall be required to provide Act 34 and Act 151 clearances in advance.

<p>18 Pa. C.S.A. § 5703</p> <p>School Code 1312, 1331, 1361, 1374 2541, 2542</p> <p>PA Code Title 22 Sec. 23.32, 23.21-2</p>	<p><u>Chaperones</u></p> <p>Chaperones may be provided on field trips and extracurricular activity trips.</p> <p>Chaperones must be approved by the principal; must be at least eighteen (18) years of age, and shall not be a student of the school district. Minor children shall not accompany a chaperone unless such children are enrolled in the school and program or class sponsoring the trip. The number of chaperones shall be included on the transportation request form.</p> <p><u>Student Safety and Discipline</u></p> <p>The safety of students riding school vehicles is of primary concern to the school district.</p> <p>The school district shall provide a continuing safety and discipline program to all students who are transported in school vehicles.</p> <p>The safety and discipline program will be provided annually to all students. Emergency evacuation drills shall be conducted during the months of September and March and shall include practice and instruction concerning the location, use and operation of emergency doors and fire extinguishers and the proper evacuation of vehicles in the event of fires and accidents. The Department of Transportation, in cooperation with the building principals, shall schedule this program.</p> <p>All drivers will be provided proper training and instruction in the safety and discipline program and emergency procedures. Drivers shall be responsible for conducting the emergency drills, on school grounds as directed.</p> <p><u><b>Audio/Video Cameras- Equipment</b> on Transportation Vehicles</u></p> <p>The Board authorizes the use of <b>audio/video surveillance cameras equipment</b> on vehicles used for the transportation of pupils. The purpose of this system is to support the discipline policies of the school district. The operation and use of the <b>audio/video surveillance system</b> shall be included in the student ridership and the driver in-service training programs. The <b>audio/video surveillance cameras equipment</b> shall record <b>audio and</b> visual images <del>only and shall not make audio recordings.</del></p> <p>Notification of the <b>audio/video surveillance system</b> on such vehicles shall be provided to parents, students, and staff. A notice shall be placed in each vehicle indicating that such a surveillance system may be in operation.</p> <p><b>Audio/video tapes recordings</b> will be maintained by the Transportation carrier for a period of five (5) school days following the date of taping except in those instances where action for misconduct is pending. Employees responsible for implementing the discipline policies of the school district shall be permitted to view the <b>and listen to the recordings tapes</b>. A student and his/her parents may view <b>and listen to</b> only that portion of an <b>audio/video tape-recording</b> which relates to the discipline of the student.</p>
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School Bus Operation Standards

The Board prohibits any diesel-powered motor vehicle weighing 10,001 pounds or more to idle for more than five (5) minutes in any continuous sixty-minute period while parked, loading or unloading, except as allowed by law.

The Board shall ensure that permanent signs notifying drivers of the idling restrictions are maintained on district property at locations where diesel-powered motor vehicles weighing 10,001 pounds or more load or unload. Signs shall also be posted at locations that provide fifteen (15) or more parking spaces for such diesel-powered motor vehicles.

# SHALER AREA SCHOOL DISTRICT

No: 109

SECTION: PROGRAM  
TITLE: CURRICULUM  
ADOPTED:

109. RESOURCE MATERIALS	
1. Authority SC 508, 801, 803 Pol. 006	The Board shall, by an affirmative vote of a majority of the full Board, adopt all textbooks used for instruction in the district's educational program. The Board shall establish a planned cycle of textbook review and replacement.
2. Definition	Resource materials shall include nonfiction and fiction books, magazines, reference books, supplementary titles, multimedia and digital materials, software and instructional material.
3. Delegation of Responsibility	<p>The Superintendent shall be responsible for the recommendation of all resource materials. No adoption or change of materials shall be made without the Superintendent's recommendation, except by a two-thirds vote of the Board.</p> <p>The Superintendent or designee shall establish administrative regulations for the selection of resource materials.</p>
Pol. 105.1	<p>A list of resource materials provided by the district shall be maintained by the Superintendent and shall be available to Board members, district staff, students, parents/guardians and community members.</p> <p>References:</p> <p>School Code – 24 P.S. Sec. 508, 801, 803, 807.1</p> <p>Board Policy – 000, 006, 105.1, 610</p>



# SHALER AREA SCHOOL DISTRICT

No: 124

SECTION: PROGRAM

TITLE: ALTERNATIVE INSTRUCTION COURSES

ADOPTED:

124. ALTERNATIVE INSTRUCTION COURSES	
1. Authority SC 502, 1525, 1901, 1903 1906 Pol. 217	<p>The Board may grant credit toward high school graduation for course work successfully completed through approved summer school, correspondence courses, distance education, online courses and dual enrollment, in accordance with this policy.</p>
2. Delegation of Responsibility	<p>The building principal shall be responsible for reviewing and approving student applications for earning credit toward graduation through approved alternative instruction courses.</p> <p>The building principal shall determine the number of credits assigned to such a course as part of the approval process before the student begins the course.</p>
3. Guidelines  Pol. 102, 107	<p>Students shall submit to the building principal a written request for approval of each proposed course and the number of credits sought.</p> <p>The course subject must be included in the district's planned instruction and be relevant to established academic standards.</p> <p>The student shall receive the same letter grade for credit that is assigned by the alternative instruction course.</p> <p>References:</p> <p>School Code – 24 P.S. Sec. 502, 1525, 1901 et seq.</p> <p>State Board of Education Regulations – 22 PA Code Sec. 4.41</p> <p>Board Policy – 102, 107, 217</p>

# SHALER AREA SCHOOL DISTRICT

No: 235.1

SECTION: PUPILS  
TITLE: SURVEYS  
ADOPTED:

235.1 SURVEYS	
1. Purpose	This policy sets forth guidelines regarding the conduct of surveys and collection and use of information for marketing purposes, consistent with law and regulations.
2. Definition SC U.S.C. Sec.1232h	Personal information means individually identifiable information, including a student's or parent's/guardian's first and last name; home or physical address, including street name and the name of the city or town; telephone number; or social security number.
20 U.S.C. Sec. 1232h	For purposes of this policy, protected information, as addressed by the Protection of Pupil Rights Amendment (PPRA), includes: <ol style="list-style-type: none"><li>1. Political affiliations or beliefs of the student or student's parent/guardian.</li><li>2. Mental or psychological problems of the student or student's family.</li><li>3. Sex behavior or attitudes.</li><li>4. Illegal, anti-social, self-incriminating or demeaning behavior.</li><li>5. Critical appraisals of other individuals with whom respondents have close family relationships.</li><li>6. Legally recognized privileged or analogous relationships, such as those with lawyers, physicians, and ministers.</li><li>7. Religious practices, affiliations, or beliefs of the student or student's parent/guardian.</li><li>8. Income, other than that required by law to determine eligibility for participation in a program or for receiving financial assistance under such program.</li></ol>
3. Authority	Surveys conducted by outside agencies, organizations and individuals shall be approved by the Board, based on the Superintendent's recommendation, prior to administration to students.

<p>4. Guidelines Title 22 Sec. 12.41</p>	<p>All surveys and instruments used to collect information from students shall relate to the district’s educational objectives.</p>
<p>20 U.S.C. Sec. 1232h</p>	<p><u>U.S. Department of Education Funded Surveys</u></p> <p>No student shall be required, as part of any program funded in whole or in part by the U.S. Department of Education, to submit a survey, analysis or evaluation that reveals protected information without written parental consent for students under eighteen (18) years or age or written consent of emancipated students or those over eighteen (18) years of age.</p>
<p>20 U.S.C. Sec. 1232h Pol. 105.1</p>	<p>All instructional materials, including teachers’ manuals, films, tapes or other supplementary material, that will be used in connection with any survey, analysis or evaluation as part of any program funded in whole or in part by the U.S. Department of Education, shall be made available for inspection by the parent(s)/guardian(s) of the student.</p>
<p>Title 22 Sec. 12.41 20 U.S.C. Sec. 1232h</p>	<p><u>Surveys Funded by Other Sources</u></p> <p>Parents/guardians shall be informed of the nature and scope of individual surveys and their relationship to the educational program of their child and the parent’s/guardian’s right to inspect, upon, request, a survey created by a third party prior to administration or distribution to a student. Such requests shall be in writing and submitted to the building principal.</p>
<p>Title 22 Sec. 4.4, 12.41 20 U.S.C. Sec. 1232h</p>	<p>Parents/Guardians shall be informed of their right to have their child excluded from any research studies or surveys conducted by entities other than a school entity without prior written consent.</p>
<p>20 U.S.C. Sec. 1232h</p>	<p><u>Collection of Information for Marketing, Sales or Other Distribution Purposes</u></p> <p>The district shall notify parents/guardians of any activities involving the collection, disclosure or use of personal information collected from students for the purpose of marketing or selling, or otherwise providing the information to others for that purpose.</p>
<p>20 U.S.C. Sec. 1232h</p>	<p>The parent/guardian has the right to inspect the instrument used in collection of personal information for the purpose of marketing or selling that information and opt the student out of participating in any activity that results in the collection, disclosure or use of personal information for purposes of marketing or selling that information.</p>
<p>20 U.S.C. Sec. 1232h</p>	<p>This provision does not apply to the collection, disclosure or use of personal information collected from students for the exclusive purpose of developing, evaluating or providing educational products or services for, or to, students or educational institutions, such as the following: recruiters, book clubs,</p>

<p>20 U.S.C. Sec. 1232h</p> <p>Title 22 Sec. 4.4, 12.41 20 U.S.C. Sec. 1232h</p> <p>5. Delegation of Responsibility 20 U.S.C. Sec. 1232h</p>	<p>curriculum and instructional materials used by schools, sale by students or products or services to raise funds for school-related or education-related activities, or student recognition programs.</p> <p><u>Privacy</u></p> <p>The district shall implement procedures to protect student identity and privacy when a survey containing one or more of the items listed under protected information is administered or distributed to a student and in the event of the collection, disclosure or use of personal information for marketing, sales or other distribution purposes.</p> <p><u>Student and Parent/Guardian Rights</u></p> <p>Under federal law, the rights provided to parents/guardians under this policy transfer to the student when the student turns eighteen (18) years old or is an emancipated minor. These rights do not transfer under state law; therefore, parents/guardians retain their rights to receive notice and to inspect.</p> <p>The Superintendent or designee shall notify parents/guardians and students of:</p> <ol style="list-style-type: none"> <li>1. This policy and its availability.</li> <li>2. The specific or approximate dates during the school year when activities described above are scheduled, or expected to be scheduled.</li> <li>3. How to opt their child out of participation in activities as provided in this policy.</li> <li>4. How to request access to any survey or other material described in this policy.</li> </ol> <p>This notification shall be given at least annually, at the beginning of each school year, and within a reasonable time after any substantive changes regarding the contents of this policy.</p> <p>The Superintendent or designee shall establish administrative regulations for protecting student identity and privacy in the administration of protected information surveys and the collection, disclosure or use of personal information for marketing, sales or other distribution purposes.</p> <p>References:</p> <p>State Board of Education Regulations – 22 PA Code Sec. 4.4, 12.41 No Child Left Behind Act – 20 U.S.C. Sec. 1232h Board Policy – 000, 105</p>
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# SHALER AREA SCHOOL DISTRICT

No: 102

SECTION: PROGRAMS  
TITLE: ACADEMIC STANDARDS  
ADOPTED: APRIL 15, 1998  
REVISED: JUNE 16, 1999

102 ACADEMIC STANDARDS	
1. Purpose Title 22 Sec. 4.11, 4.12	<p><b>The Board recognizes the importance of developing, assessing and expanding academic standards to challenge students to achieve at their highest level possible. To this end, the district shall establish rigorous academic standards in accordance with, and may expand upon, those adopted by the State Board of Education.</b></p>
2. Definition Title 22 Sec. 4.3	<p>Academic standards - shall be defined as what a student should know and be able to do at a specified grade level; <del>they shall describe the knowledge and skills students will be expected to demonstrate in order to graduate.</del> <b>For purposes of Board policy, the term academic standards shall be deemed to encompass Pennsylvania Core Standards, state academic standards and local academic standards.</b></p> <p><del>The Board may develop, expand, or improve existing academic standards in the following content areas to be attained by students as a requirement for graduation:</del></p> <p><del>SCIENCE AND TECHNOLOGY—Study of the natural world and facts, principles, theories and laws in the areas of biology, chemistry, physics and earth sciences. Technology is the application of science to enable societal development including food and fiber production, manufacturing, building, transportation and communication. Science and technology share the use of the senses, science processes, inquiry, investigation, analysis and problem solving strategies.</del></p> <p><del>ENVIRONMENT AND ECOLOGY—Understanding the components of ecological systems and their interrelationships with social systems and technologies. These components incorporate the disciplines of resource management, agricultural diversity, government, and the impact of human actions on natural systems. This interaction leads to the study of watersheds, threatened and endangered species, pest management and the development of laws and regulations.</del></p> <p><del>SOCIAL STUDIES—To include:</del></p> <ol style="list-style-type: none"><li><del>1. History—Study of the record of human experience including important events; interactions of culture, race and ideas; the nature of prejudice; change and continuity in political systems; effects of technology;</del></li></ol>

importance of global international perspectives; and the integration of geography, economics and civics studies on major developments in the history of the Commonwealth, the United States and the world.

2. Geography— Study of relationships among people, places and environments, of geographic tools and methods, characteristics of place, concept of region and physical processes.
3. Civics and Government— Study of the United States constitutional democracy, its values and principles, study of the Constitution of the Commonwealth and government including the study of principles, operations and documents of government, the rights and responsibilities of citizenship, how governments work and international relations.
4. Economics— Study of how individuals and societies choose to use resources to produce, distribute and consume goods and services. Knowledge of how economics work, economic reasoning and basic economic concepts, economic decision making, economic systems, the Commonwealth and the United States economy and international trade.
5. Arts and Humanities— Study of dance, theatre, music, visual arts, language and literature including forms of expression, historical and cultural context, critical and aesthetic judgment and production, performance or exhibition of work.
6. Career Education and Work— Understanding career options in relationship to individual interests, aptitudes and skills including the relationship between changes in society, technology, government and economy and their effect on individuals and careers. Development of knowledge and skill in job seeking and job retaining skills and, for students completing vocational technical programs, the skills to succeed in the occupation for which they are prepared.
7. Health, Safety and Physical Education— Study of concepts and skills which affect personal, family and community health and safety, nutrition, physical fitness, movement concepts and strategies, safety in physical activity settings, and leadership and cooperation in physical activities.
8. Family and Consumer Science— Understanding the role of consumers as a foundation for managing available resources to provide for personal and family needs and to provide basic knowledge of child health and child care skills.
9. World Languages— Ability to communicate in a language other than English, including the ability to understand and interpret written and spoken language on a variety of topics and to develop knowledge and understanding of other cultures.

<p><b>3. Authority</b>  <b>Title 22</b>  <b>Sec. 4.12</b></p>	<p><b>The Board shall approve academic standards for district students to attain, in the following content areas:</b></p> <ol style="list-style-type: none"> <li><b>1. English Language Arts</b></li> <li><b>2. Mathematics</b></li> <li><b>3. Science and Technology – to include reading in science and technology, and writing for science and technology.</b></li> <li><b>4. Environment Ecology</b></li> <li><b>5. Social Studies (history, geography, civics and government, economics) to include reading in history and social studies, and writing for history and social studies.</b></li> <li><b>6. Arts and Humanities</b></li> <li><b>7. Career Education and Work</b></li> <li><b>8. Health, Safety and Physical Education</b></li> <li><b>9. Family and Consumer Science</b></li> </ol>
<p><b>4. Guidelines</b>  <b>Title 22</b>  <b>Sec. 4.12</b>  <b>Pol. 105, 107</b></p> <p><b>Title 22</b>  <b>Sec. 4.12</b>  <b>Pol. 127, 213</b></p> <p><b>Title 22</b>  <b>Sec. 4.12</b>  <b>Pol. 113</b></p>	<p><b>The district’s curriculum shall be designed to provide students with the planned instruction needed to attain established academic standards.</b></p> <p><b>The district shall assess individual student attainment of established academic standards and provide assistance for students having difficult attaining academic standards.</b></p> <p><b>Students with disabilities may attain academic standards by completion of their Individualized Education Programs in accordance with law, regulations and Board policy.</b></p> <p>References:</p> <p>State Board of Education Regulations – 22 PA Code Sec. <b>4.3, 4.4, 4.11, 4.12</b></p> <p><b>Board Policy – 105, 107, 113, 127, 213</b></p>

# SHALER AREA SCHOOL DISTRICT

No: 105

SECTION: PROGRAM  
TITLE: CURRICULUM  
ADOPTED: APRIL 15, 1998  
REVISED: JUNE 16, 1999

105 Curriculum	
1. Purpose Title 22 Sec. 4.4	The Board recognizes its responsibility for the development, assessment, and improvement of the educational program of the schools. To this end, the curriculum shall be developed, evaluated, and <del>adapted</del> <b>modified</b> on a continuing basis and in accordance with a plan for curriculum improvement.
2. Definition Title 22 Sec. 4.3, <b>4.13</b>	For purposes of this policy, curriculum shall be defined as a series of planned instruction <del>that is coordinated, articulated and implemented to result in achievement of specific knowledge and skills, and application of such knowledge,</del> <b>aligned with established academic standards in each subject that is coordinated, articulated and implemented in a manner designed to result in the achievement of academic standards at the proficient level</b> by all students.
3. Authority Title 22 Sec. 4.4, 4.12 Pol. 102	The Board is <b>shall be</b> responsible for the <del>development and implementation of</del> the curriculum of the district's schools. The curriculum shall be designed to provide students the opportunity to achieve the academic standards established by the Board. <b>Attaining the academic standards requires students to demonstrate the acquisition and application of knowledge.</b>
SC 1511, 1512 Title 22 Sec. 4.4, 4.12 Pol. 107, 127	In order to provide a quality educational program for district students, the Board shall adopt a curriculum plan that includes the requirements for courses to be taught; subjects to be taught in the English language; courses adapted to the age, development and needs of students; and <del>a remediation plan for students not achieving proficiency</del> <b>strategies for assisting those students having difficulty attaining the academic standards.</b>
<b>4. Guidelines</b>  Pol. 109  Pol. 112  Pol. 113	<b>The district's curriculum shall provide the following:</b> <ul style="list-style-type: none"><li>• <b>Continuous learning through effective collaboration among the schools of this district.</b></li><li>• <b>Continuous access for all students to sufficient programs and services of a library/media facility and classroom collection to support the educational program.</b></li><li>• <b>Guidance and counseling services for all students to assist in career and academic planning.</b></li><li>• <b>A continuum of educational programs and services for all students with disabilities, pursuant to law and regulation.</b></li></ul>



<p><b>Title 22</b> <b>Sec. 4.26</b> <b>Pol. 138</b></p> <p><b>Pol. 103, 103.1</b></p> <p><b>Pol. 115</b></p> <p><b>Pol. 114</b></p> <p><b>Pol. 805</b></p> <p><b>5. Delegation of Responsibility</b> <b>Title 22</b> <b>Sec. 4.4</b></p> <p><b>Title 22</b> <b>Sec. 4.4</b> <b>Pol. 105-1</b></p> <p>School Code 1512, 1518</p> <p>PA Code Title 22 Sec. 6.216, 5.217 5.242, 5.152, 5.4</p> <p>Board Policy No. 118, 805</p>	<ul style="list-style-type: none"> <li>• <b>Limited English Proficiency programs for students whose dominant language is not English, pursuant to law and regulation.</b></li> <li>• <b>Compensatory education programs for students, pursuant to law and regulation.</b></li> <li>• <b>Equal educational opportunity for all students, pursuant to law and regulation.</b></li> <li>• <b>Career awareness and vocational education, pursuant to law and regulation.</b></li> <li>• <b>Educational opportunities for identified gifted students, pursuant to law and regulation.</b></li> <li>• <b>Regular and continuous instruction in required safety procedures.</b></li> </ul> <p>As the educational leader of the district, the Superintendent shall be responsible to the Board for the development of district's curriculum. <b>S/He</b> shall establish procedures for curriculum development, <del>which ensure effective participation of teaching staff members, students, as appropriate to their age and grade, the community, members of the Board, and the utilization of all available resources, as appropriate.</del> <b>evaluation and modification, which ensure the utilization of available resources, and effective participation of administrators, teaching staff members, students, community members, and Board members.</b></p> <p>A listing of all curriculum materials shall be made available for the information of parents/<b>guardians</b>, students, members of the Board, and for the use of professional staff.</p> <p><b>With prior Board approval, the Superintendent may conduct pilot programs as deemed necessary to the continuing improvement of the instructional program. The Superintendent shall report periodically to the Board on the status of each pilot program, along with its objectives, evaluative criteria, and costs.</b></p> <p><b>The Board encourages, where it is feasible and in the best interest of district students, participation in state-initiated pilot programs of educational research.</b></p> <p>The Board directs the Superintendent to pursue actively state and federal aid in support of research activities.</p>
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# SHALER AREA SCHOOL DISTRICT

No: 105.1

SECTION: PROGRAMS

TITLE: CURRICULUM REVIEW BY PARENTS & STUDENTS

ADOPTED: APRIL 15, 1998

REVISED: JUNE 16, 1999

105.1 CURRICULUM REVIEW BY PARENTS AND STUDENTS	
1. Authority Title 22 Sec. 4.4 20 U.S.C. Sec. 1232h	The Board adopts this policy to ensure that parents/guardians <b>and students</b> have an opportunity to review instructional materials and have access to information about the curriculum, including academic standards to be achieved, instructional materials and assessment techniques.
2. <b>Definition</b> <b>20 U.S.C.</b> <b>Sec. 1232h</b>	<b>Instructional material means instructional content that is provided to a student, regardless of its format, including printed or representational materials, audiovisual materials, and materials in electronic or digital formats (such as materials accessible through the Internet). For purposes of this policy, the term does not include academic tests or academic assessments.</b>
3. Guidelines 20 U.S.C. Sec. 1232h Pol. 102,105,127	<p>Upon request by a parent/guardian or student, the district will make available existing information about the curriculum, including academic standards to be achieved, instructional materials and assessment techniques.</p> <p>The following conditions shall apply to any request:</p> <ol style="list-style-type: none"><li>1. To assist the school district in providing the correct needs to meet the needs of the requesting party, the request must be in writing, setting forth the specific material being sought for review.</li><li>2. The written request will be sent to the building principal.</li><li>3. The district will respond to the parent/guardian or student within ten (10) school days by designating the time and location for the review.</li><li>4. The district may take necessary action to protect its materials from loss, damage or alteration and to ensure the integrity of the files, including the provision of a designated employee to monitor the review of the materials.</li><li>5. No parent/guardian or student shall be permitted to remove the material provided for review or photocopy the contents of such file. The taking of notes by parents/guardians and students is permitted.</li></ol> <p><b>No more than one (1) request per semester may be made by any</b></p>

<p><b>Title 22 Sec. 4.4 20 U.S.C. Sec. 1232h</b></p> <p>4. Delegation of Responsibility <b>20 U.S.C. Sec. 1232h</b></p>	<p><b>parent/guardian or student for each enrolled child.</b></p> <p><b>Under federal law, the rights provided to parents/guardians to inspect any instructional materials used as part of the student’s educational curriculum transfer to the student when the student turns eighteen (18) years old or is an emancipated minor. These rights do not transfer under state law; therefore, parents/guardians retain their rights to access information about the curriculum and to review instructional materials.</b></p> <p>The Superintendent or designee shall <b>notify parents/guardians and students of this policy and its availability. This notification shall be given at least annually, at the beginning of each school year, and within a reasonable time after any substantive changes regarding the contents of this policy.</b></p> <p>References:</p> <p>State Board of Education Regulations – 22 PA Code Sec. 4.4, 403.1</p> <p>No Child Left Behind Act – 20 U.S.C. Sec. 1232h</p> <p>Board Policy – 102, <b>105</b>, 127, <b>235</b></p> <p><b>NOTE: Although federal law exempts academic assessments from the definition of instructional material, state law gives parents/guardians the right to review a state assessment to determine whether the state assessment conflicts with their religious beliefs. Review of state assessments is addressed in Policy 127.</b></p>
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2nd Reading - Revised Policy

# SHALER AREA SCHOOL DISTRICT

No: 106

SECTION: PROGRAMS

TITLE: CURRICULUM REVIEW BY PARENTS & STUDENTS

ADOPTED: APRIL 15, 1998

REVISED: JUNE 16, 1999

106. GUIDES FOR PLANNED INSTRUCTION	
1. Purpose SC 1511, 1512 Title 22 Sec. 5.4	Guides shall be prepared for all planned instruction adopted by the Board in order to direct and assist the professional staff toward the attainment of academic standards established for a course of study.
2. Guidelines	Each course guide shall contain, as appropriate to the planned instruction: <ol style="list-style-type: none"><li>1. Objectives of the instruction.</li><li>2. Concepts and skills to be taught.</li><li>3. Appreciations to be developed.</li><li>4. Suggested activities designed to achieve the objectives.</li><li>5. Suggested methods of instruction.</li><li>6. Assessment criteria and methods intended to evaluate the extent to which learning objectives have been achieved.</li><li>7. Reading list of supplemental titles for the guidance of teachers</li></ol>
3. Delegation of Responsibility	<p>Each course guide shall be construed as providing a basic framework for the planned instruction. Within this framework, each teacher shall use the course guide in a selective manner best designed to meet the needs of students.</p> <p>Each teacher shall use the planned instruction as the core of the course s/he has been assigned to teach.</p> <p>The Superintendent or designee shall be responsible for the <b>preparation of guides, and shall</b> develop administrative regulations for such preparation which include:</p> <ol style="list-style-type: none"><li>1. Participation by appropriate staff members and resource personnel.</li><li>2. Continuing research in instructional methods, materials, activities and assessment strategies.</li><li>3. Systematic review of all guides to ensure their continuing effectiveness in achieving established academic standards.</li></ol>

A system of administrative review shall be implemented to ensure that guides are being followed by teaching staff members to the degree of conformity required.

Whenever new course guides are developed or existing guides revised, copies of these additions or changes will be made available to the Board for informational purposes.

Copies of all current guides for planned instruction shall be kept on file in the office of the Director of Curriculum.

References:

School Code – 24 P.S. Sec. 1511, 1512

State Board of Education Regulations – 22 PA Code Sec. 4.4, 4.11

Board Policy – 000, 107

# SHALER AREA SCHOOL DISTRICT

No: 107

SECTION: PROGRAM  
TITLE: CURRICULUM  
ADOPTED: APRIL 15, 1998  
REVISED: JUNE 16, 1999

107 ADOPTION OF PLANNED INSTRUCTION	
1. Purpose Title 22 Sec. 4.11, 4.12 Pol. <b>102</b> , 105, <b>106</b>	<p>The Board shall provide a comprehensive program of planned instruction to enable district students to achieve educational objectives and attain academic standards required for student achievement. Planned instruction shall consist of at least the following:</p> <ol style="list-style-type: none"><li>1. Objectives to be achieved by all students.</li><li>2. Content, including materials, activities and instructional time.</li><li>3. Relationship between objectives of a planned course and established academic standards.</li><li>4. Procedure for measurement of attainment of objectives and academic standards.</li></ol>
2. Authority SC 508, 1511, 1512 Pol. 006	<p>No planned instruction shall be taught in district schools unless it has been adopted by a majority vote of the full Board. The Board reserves the right to determine which units of the instructional program constitute planned instruction and are subject to adoption by the Board.</p>
3. Delegation of Responsibility	<p>The Superintendent <b>shall be</b> responsible for continuous evaluation of the effectiveness of the district's planned instruction and shall recommend to the Board new and altered planned instruction deemed to be in the best interests of district students.</p> <p>References:</p> <p>School Code – 24 P.S. Sec. 508, 1511, 1512, 1512.1</p> <p>State Board of Education Regulations – 22 PA Code Sec. 4.11, 4.12</p> <p>Board Policy – 006, <b>100</b>, <b>102</b>, 105, <b>106</b></p>

# SHALER AREA SCHOOL DISTRICT

No: 108

SECTION: PROGRAM  
TITLE: CURRICULUM  
ADOPTED: APRIL 15, 1998  
REVISED:

108 ADOPTION OF TEXTBOOKS	
1. Authority SC 508, 801, 803 <b>Pol. 006</b>	The Board <b>shall, by an affirmative vote of a majority of the full Board,</b> adopt all textbooks used for instruction in the district's educational program. The Board shall establish a planned cycle of textbook review and replacement.
2. Definition	<b>Textbooks</b> shall be defined as the books used as the basic source of information in the planned instruction.
3. Delegation of Responsibility	The Superintendent shall be responsible for the selection and recommendation of textbooks for Board consideration. No adoption or change of textbooks shall be made without the Superintendent's recommendation, except by a two-thirds vote of the Board.  The Superintendent or designee shall establish administrative regulations for reviewing, evaluating and selecting textbooks.
Pol. 105.1	A list of all approved textbooks used in district schools shall be maintained by the Superintendent or designee and shall be available to Board members, district staff, students, parents/guardians and community members.  References:  School Code – 24 P.S. Sec. 508, 801, 803, <b>807.1</b>  Board Policy – 000, <b>006</b> , 105.1, <b>610</b>



# SHALER AREA SCHOOL DISTRICT

No: 109.1

SECTION: PROGRAM  
TITLE: CURRICULUM  
ADOPTED: APRIL 15, 1998  
REVISED:

## 109.1 LIBRARY MATERIALS SELECTION

### 1.Purpose

The Board directs that the primary objective of the Shaler Area School District Library Media Program is to provide centrally accessible collections of instructional materials that support the school curriculum. It has further directed that an effort be made to promote the development of independent reading, viewing, and listening habits in the students.

### 2.Definition PA Guid. Sch Lib Med Prog. D.E. 1983 p. iii

"A school library media center is an area or system of areas located in a school building where information resources, associated equipment and services provided by a professional library media staff are made accessible to students, teachers, and administrators." Within the Shaler Area School District this area is referred to as "The library."

### 3.Authority

The Board will establish, equip, furnish, and maintain school libraries for the operation of its schools.

The district shall provide a library/media curriculum which develops information management skills and processes and shall provide an accessible, centrally housed collection of resources for all students in each school.

The school district shall employ a full-time certificated school librarian to provide leadership in the development and implementation of an effective elementary school library/media program.

The school district shall also employ a fulltime certificated school librarian to provide leadership in the development and implementation of an effective secondary school library/media program in accordance with state regulations.

### 4.Delegation of Responsibility

The Superintendent is responsible for the implementation of a procedure for the selection of library materials. Recommendations are to be sought from the professional staff, school administrators, and the student body. A regular procedure for inviting suggestions and evaluating materials for acquisition is to be implemented in all school libraries.

5.Guidelines	<p><u>Criteria for Selection</u></p> <p>The selection of materials is subject to school district financial constraints guided by:</p> <ol style="list-style-type: none"><li>1. Needs of the individual school based on knowledge of the curriculum, knowledge of the existing collection, and based on faculty requests.</li><li>2. Needs of the individual student based on knowledge of children and youth, and requests of students and parents.</li><li>3. Provision of a wide range of materials on all levels of difficulty, with a diversity of appeal, and with the presentation of different points of view.</li><li>4. Consideration of:<ol style="list-style-type: none"><li>a. High artistic/literary quality of the materials.</li><li>b. Superior format and technical quality of the materials.</li><li>c. Clarity, adequacy and scope of the materials.</li><li>d. Validity, accuracy, objectivity and up-to-dateness of the materials.</li><li>e. High degree of comprehensibility and popular appeal of the materials.</li><li>f. Value of materials commensurate with cost and/or need.</li></ol></li></ol> <p><u>Gift and Memorial Materials</u></p> <p>Gift and memorial materials are judged in terms of the basic selection standards, and are accepted or rejected by these standards.</p> <p><u>Professional Selection Aids</u></p> <p>The following sources of professional reviews are consulted when selecting materials:</p> <ol style="list-style-type: none"><li>1. American Library Association Bibliographies.</li><li>2. Book Review Digest.</li><li>3. Booklist.</li><li>4. Bulletin of the Center for Children's Books.</li></ol>
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5. Children's Book Council Review Lists.
  6. Children's Catalog.
  7. Elementary School Library Collection.
  8. Horn Book.
  9. Junior High Catalog.
  10. Kirkus Reviews.
  11. New York Times Book Review.
  12. School Library Journal.
  13. School Library Media Quarterly.
  14. Senior High Catalog.
  15. Technology Connection.
  16. Wilson Library Bulletin.
  17. Specialized subject bibliographies prepared by Library of Congress and other organizations.
  18. Other reputable review sources.
- In addition to these publications, first hand examination of materials is an invaluable aid.
1. Exhibits at professional conventions.
  2. Previewing materials through visits from sales representatives.
  3. Examination of collections in neighboring districts' schools and public libraries.
- Size and Scope of the Collection
- The collection is to be adequate in both size and scope in every building within the school district as outlined in Pennsylvania Guidelines to meet the needs of students and professional staff.

PA Guid.  
Med Prog  
P. 18

Inventory

An inventory of library materials is to be taken at regularly scheduled intervals to provide accurate knowledge of missing books and weak areas.

Weeding

Weeding is to be done continuously to eliminate materials which no longer meet the criteria for selection.

Rebinding

Criteria for rebinding materials are to include value to the collection, replace ability and currency of information.

Duplication and Replacement

Duplication and replacement are to be dependent on student and curriculum needs.

Reconsideration of Materials

The procedure for handling complaints about materials present in libraries in Shaler Area School District is as follows:

STEP 1: The complaint is received by or is referred to the librarian or building principal.

STEP 2: The librarian notifies the building principal or the building principal notifies the librarian.

STEP 3: The librarian requests that the complainant complete a "Request for Reconsideration of Library Materials" form and submit it with the material in question.

STEP 4: If the "Request for Reconsideration of Library Materials" form is completed, the building principal appoints a Review Committee consisting of the librarian, appropriate professional staff members, and an administrator. The Review Committee shall evaluate the entire work in question using the following criteria:

The Shaler Area School District "Library Materials Selection Policy".

The completed "Request for Reconsideration of Library Materials" form.

The reviews from standard reviewing sources.

	<p>The availability of quality material on the same subject.</p> <p>STEP 5: The Review Committee will decide to retain the material, to hold it on limited use, or to discard the material in question.</p> <p>STEP 6: The final decision of the Review Committee will be conveyed in writing to the complainant, the building principal, all district librarians, and appropriate professional personnel. The formal letter will include a statement of the decision, justification of the decision, and copies of appropriate data such as published reviews.</p> <p>STEP 7: The Review Committee's decision may be appealed to the Board. Presentations are then made to the Board whose decision is final.</p> <p><u>Confidentiality</u></p> <p>Records related to the circulation of library materials which contain the names or other personally identifying details regarding the users of the State Library or any local library which is established or maintained under any law of the Commonwealth or the library of any university, college or educational institution chartered by the Commonwealth or the library of any public school or branch reading room, deposit station or agency operated in connection therewith, shall be confidential and shall not be made available to anyone except by court order in a criminal proceeding or otherwise as required by law.</p> <p>Request for Reconsideration of Library Materials</p> <p>Form (continued)</p>
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# SHALER AREA SCHOOL DISTRICT

No: 119

SECTION: PROGRAM  
TITLE: CURRENT EVENTS  
ADOPTED: APRIL 15, 1998  
REVISED:

119. CURRENT EVENTS	
1. Purpose	The Board believes that consideration of current events has a legitimate place in the educational program of the schools. Properly introduced and conducted, discussion of such events can help students learn to identify important issues, explore fully and fairly all sides of an issue, weigh carefully the values and factors involved, and develop skills for formulating and evaluating positions and opinions.
2. Definition	A current event is defined as a topic on which opposing points of view have been promulgated by responsible opinion and is not expressly enumerated in the course guide as content of the course of study.
3. Authority Pol. 106	The Board shall permit the introduction and proper educational use of current events, provided that their use in the instructional program: <ol style="list-style-type: none"><li>1. Is related to the course's educational goals and the students' level of maturity.</li><li>2. Does not tend to indoctrinate or persuade students to a particular point of view.</li><li>3. Encourages balanced presentations and open-mindedness.</li><li>4. Is conducted in a spirit of scholarly inquiry.</li><li>5. Is instigated by curricular design or by the students themselves.</li><li>6. Is not related to the employment status of the teacher and/or other district employees.</li></ol>
Pol. 105.1	
Pol. 106	<p>The Board recognizes that some deviation from the assigned course guide is necessary in the free exchange of the classroom. However, the Board specifies for the guidance of the Superintendent and staff that any discussion of current events in the classroom shall be conducted in an unprejudiced and dispassionate manner and shall not disrupt the educational process, fail to match the maturity level of students, nor be unrelated to the goals of the district and the appropriate course guide.</p> <p>The Superintendent or designee shall develop administrative regulations for the management of current events that do not stifle the spirit of free and scholarly inquiry.</p> <p>References: School Code – 24 P.S. Sec. 510 Board Policy – 000, 106</p>

# SHALER AREA SCHOOL DISTRICT

No: 121

SECTION: PROGRAM

TITLE: FIELD TRIPS

ADOPTED: APRIL 15, 1998

REVISED:

121. FIELD TRIPS	
1. Purpose	<p>The Board recognizes that field trips, when used for teaching and learning integral to the curriculum, are an educationally sound and important component of the instructional program of the schools. Properly planned and executed field trips can:</p> <ol style="list-style-type: none"><li>1. Supplement and enrich classroom learning by providing educational experiences in an environment outside the schools.</li><li>2. Arouse new interests among students.</li><li>3. Help students relate academic learning to the reality of the world outside of school.</li><li>4. Introduce community resources, such as natural, cultural, industrial, commercial, governmental, and educational.</li><li>5. Afford students the opportunity to study real things and real processes in their actual environment.</li></ol>
2. Definition	<p>For purposes of this policy, a field trip shall be defined as:</p> <ol style="list-style-type: none"><li>1. Any trip by students away from school premises that is an integral part of approved planned instruction, is conducted as a first-hand educational experience not available in the classroom, and is supervised by a teacher or district employee.</li><li>2. Any planned travel activity that supplements or enriches the classroom curriculum.</li></ol>
3. Authority SC 517	<p>The Board shall approve only those field trips that are planned to keep students out of the district overnight or longer.</p> <p>Students on field trips remain under the supervision and responsibility of this Board and are subject to its rules and regulations. The Board does not endorse, support nor assume responsibility in any way for any district staff member who takes students on trips not approved by the Board or Superintendent. No staff member may solicit district students for such trips within district facilities or on district grounds without Board permission.</p>

4. Delegation of Responsibility	The Superintendent or designee shall develop administrative regulations for the operation of field trips.
5. Guidelines	<p>Field trips shall be governed by guidelines which ensure that:</p> <ol style="list-style-type: none"> <li>1. The safety and well-being of students will be protected at all times.</li> <li>2. Permission of the parent/guardian is sought and obtained before any student may participate.</li> <li>3. The principal approves the purpose, itinerary and duration of each proposed trip.</li> <li>4. Each field trip is properly planned, integrated with the curriculum, and followed up by appropriate activities that enhance its value.</li> <li>5. Teachers are allowed flexibility and innovation in planning field trips.</li> <li>6. No field trip will be approved unless it contributes to the achievement of specified instructional objectives.</li> </ol> <p><u>Administration Of Medication</u></p> <p>The Board directs planning for field trips to start early in the school year and to include collaboration between administrators, teachers, nurses, parents/guardians and other designated health officials.</p>
Pol. 103.1, 113	Decisions regarding administration of medication during field trips and other school-sponsored programs and activities shall be based on the student's individual needs.
Pol. 210, 210.1	Medication shall be administered in accordance with applicable laws, regulations, Board policies and district procedures.
	<p>References:</p> <p>School Code – 24 P.S. Sec. 510, 517</p> <p>Board Policy – 000, 103.1, 105, 113, 210, 210.1</p>



# SHALER AREA SCHOOL DISTRICT

No: 124.1

SECTION: PROGRAM  
TITLE: SUMMER SCHOOL  
ADOPTED: APRIL 15, 1998  
REVISED:

124.1. SUMMER SCHOOL	
1. Purpose SC 502, 1901 Title 22 Sec. 5.211	<p>It is the policy of the Board that the district may conduct a summer program of remedial instruction for resident students of this district and such other students as the Board may admit on a tuition basis.</p>
2. Authority SC 1901, 1906	<p>In order to support a program of summer instruction, the Board may:</p> <ol style="list-style-type: none"><li>1. Employ teaching and administrative staff.</li><li>2. Purchase such books, materials, supplies, and equipment as may be necessary.</li><li>3. Utilize school or other facilities as required.</li><li>4. Provide necessary custodial services.</li></ol> <p>Students eligible for the summer school of this district shall include:</p> <ol style="list-style-type: none"><li>1. Resident students who are eligible for regular attendance in the public schools of this district.</li><li>2. Students eligible by standards established by the governmental funding source.</li><li>3. Nonresident students whose age or grade level is appropriate to the course of study applied for, provided that the attendance of such students will not preclude the attendance of resident students.</li></ol>
SC 1904	<p>Resident students may be required to pay for summer school classes.</p>
3. Delegation of Responsibility	<p>The Superintendent shall be responsible for developing regulations for planning the summer school curriculum, recommending appropriate staff appointments, pupil and staff assignments, evaluation and reporting on pupil progress, and utilization of facilities.</p> <p>Such regulations for the operation of the summer school shall be consistent with Board policies, and the operation of summer school shall not conflict in any way with the administration of the regular school sessions of this district.</p> <p>References: School Code 502, 1901, 1904, 1906 PA Code Title 22, Sec. 5.211</p>

# SHALER AREA SCHOOL DISTRICT

No: 140

SECTION: PROGRAMS

TITLE: CHARTER SCHOOLS

ADOPTED: JULY 17, 2000

REVISED: JUNE 21, 2006; MARCH 21, 2007; DECEMBER 10, 2008

140 CHARTER SCHOOLS	
1. Purpose SC 1702-A	<p>In order to provide students, parents/guardians and community members an opportunity to establish and maintain schools that operate independently from this school district, the Board shall evaluate applications submitted for charter schools located within the District, in accordance with the requirements of law and those established by the Board.</p> <p>The Board shall work cooperatively with individuals and groups submitting proposals and applications for charter schools.</p>
2. Definitions SC 1703-A  SC 1715-A  SC 1703-A 1715-A 1717-A  SC 1703-A  SC 1703-A 1718-A	<p><i>Appeal Board</i> means the State Charter School Appeal Board established by the Charter School Law.</p> <p><i>Board of Trustees</i> of a charter school shall be classified as public officials.</p> <p><i>Charter School</i> means an independent, nonsectarian public school established and operated under a charter from the local Board and in which students are enrolled or attend. A charter school must be organized as a public, nonprofit corporation; and charters may not be granted to any for-profit entity nor to support home education programs.</p> <p><i>Local Board of Directors (Board)</i> means the Board of Directors of the school district in which a proposed or approved charter school is located.</p> <p><i>Regional Charter School</i> means an independent public school established and operated under a charter from more than one local Board and approved by an affirmative vote of a majority of all Board members of each of the school districts involved.</p>
3. Authority Title 22 Sec. 4.4, 4.12, 4.13 <b>SC 1717-A</b>	<p><del>The Board shall ensure that each charter school application provides appropriate assurance of compliance with the requirements of the Charter School Law, State Board regulations, and any additional requirements established by the Board.</del> <b>The Board shall evaluate submitted applications for charter schools based on the criteria established by law, regulations and any additional criteria required by the Board.</b></p>

**140 – CHARTER SCHOOLS**

<p>SC 1727-A</p>	<p>The Board affirms that the Board of Trustees and the charter school shall be solely liable for any and all damages and costs of any kind resulting from any legal challenges involving the operation of a charter school. The local Board shall not be held liable for any activity or operation related to the program of a charter school.</p> <p>A charter school shall exercise a “hold harmless” agreement indemnifying and insuring/agreeing to defend the school district in any and all kinds of liability areas so that the school district and the Board are protected in any litigation related to the operation of a charter school.</p>
<p>4. Delegation of Responsibility</p>	<p>Applications for charter schools shall be submitted to the Superintendent or designee, who shall be responsible for communicating and cooperating with all applicants.</p> <p>The Superintendent or designee shall be responsible to assist applicants with plans for technical assistance and contracted services that may be provided by the district.</p>
<p>5. Guidelines SC 1715-A</p>	<p>A charter school shall be subject to all federal and state laws and regulations prohibiting discrimination in admissions, employment and operation on the basis of disability, race, creed, color, sex, sexual orientation, national origin, religion, ancestry or need for special education services.</p> <p>A charter school shall submit monthly enrollment figures and other required reports to the district, as stated in the charter.</p>
<p>SC 1726-A</p>	<p><u>Transportation</u></p> <p>The district shall provide transportation to resident students attending a charter school located in the district, a regional charter school of which the district is a member, and a charter school located within ten (10) miles outside district boundaries, in accordance with distance requirements established for district students.</p> <p>Transportation shall be provided to charter school students on the dates and periods that the charter school is in session, regardless of whether transportation is provided to district students on those days.</p>
<p>SC 1717-A 1719-A</p>	<p><u>Applications</u></p> <p>Applications for charter schools must contain all the information specified in the Charter Schools Law and any additional information required by the Board.</p>

**140 – CHARTER SCHOOLS**

SC 1717-A	Applications for charter schools shall be submitted to the Board by November 15 of the school year preceding the school year in which the school will be established.
SC 1717-A	Within forty-five (45) days of receipt, the Board shall hold at least one (1) public hearing on the charter application, in accordance with law. At least forty-five (45) days must pass between the first public hearing and the final decision of the Board. No later than seventy-five (75) days after the first public hearing, the Board shall grant or deny the application.
SC 1719-A 1727-A	<p><u>Insurance/Risk Management</u></p> <p>The charter school shall adequately protect against liability and risk through an active risk management program approved by the Board. The program shall include proof of purchase of insurance coverages as provided by the Board.</p> <p>Minimum coverages and levels of appropriate coverages shall be established in the charter.</p> <p>A charter school shall operate in a manner that minimizes the risk of injury and harm to students, employees, and others.</p> <p>References:</p> <p>School Code – 24 P.S. Sec. 1701-A et seq.</p> <p>State Board of Education Regulations – 22 PA Code Sec. 4.4, 4.12, 4.13</p> <p>Sunshine Act – 65 Pa C.S.A. Sec. 701 et seq.</p>

# SHALER AREA SCHOOL DISTRICT

No: 203.1

SECTION: PUPILS

TITLE: HIV INFECTION

ADOPTED: MAY 20, 1998

REVISED: JULY 12, 2004; MAY 18, 2005

203.1 HIV INFECTION	
1. Purpose	<p>The Board is committed to providing a safe, healthy environment for its students and employees. The purpose of this policy shall be to safeguard the health and well-being of students and employees while protecting the rights of the individual.</p> <p>This policy is based on current evidence that <del>the HIV virus</del> <b>infection</b> is not transmissible by infected individuals within the school setting, except as noted in this policy.</p>
2. Definitions	<p><b>HIV Infection</b> - refers to the disease caused by the HIV or human immunodeficiency virus.</p> <p><b>AIDS</b> - Acquired Immune Deficiency Syndrome.</p> <p><b>CDC</b> - United States Public Health Service Centers for Disease Control.</p> <p><b>Infected students</b> - refers to students diagnosed as having <del>the HIV virus</del> <b>infection</b>, including those who are asymptomatic.</p>
3. Authority	<p>This policy shall apply to all students in all programs conducted by the School District.</p> <p>The Board establishes the school rules that relate to illnesses and other diseases among students shall also apply to infected students.</p>
Act 148 of 1990	<p>The Board shall not require routing screening tests for HIV infection in the school setting, nor will such tests be a condition for school attendance.</p>
4. Delegation of Responsibility	<p>The Superintendent or a designee shall serve as the central contact for handling and releasing all information concerning infected students.</p> <p>All District employees shall strive to maintain a respectful school climate and to prohibit physical or verbal harassment of any individual or group, including infected students.</p> <p>All employees shall be required to consistently follow infection control/ universal precautions in all settings and at all times, including playgrounds and school buses. Employees shall notify the Superintendent or his/her designee of all incidents of exposure to bodily fluids and when a student's health condition or behavior presents a reasonable risk of transmitting an infection.</p>

<p>5. Guidelines</p> <p>SC 1302 <b>Pol. 103, 103.1</b></p> <p>SC 1310</p> <p>SC 1329, 1330</p>	<p>On an annual basis, the Superintendent or designee shall notify students, parents, and direct employees about current Board policies concerning HIV infection and shall provide reasonable opportunities to discuss such policies and concerns.</p> <p>The Superintendent or a designee shall report periodically to the Board regarding the effectiveness of this policy and shall make recommendations for revision in accordance with developments in medical research and treatments.</p> <p><u>Attendance</u></p> <p>Infected students have the same right to attend school and receive services as any other students and shall be subject to the same policies and rules. HIV infection shall not factor into decisions concerning class assignments, privileges or participation in any school-sponsored activity.</p> <p>School authorities shall determine the educational placements of infected students on a case-by-case basis by following established policies and procedures for students with chronic health problems and students with disabilities.</p> <p>When an infected student's parent/guardian voluntarily discloses information regarding the student's condition, the District employee who receives the information shall obtain the written consent of the parent/ guardian to disclose the information to the members of the Screening Team.</p> <p>A Screening Team comprised of the Superintendent or his/her designee, district physician, the student's parents or guardians, and attending physician shall evaluate the educational placement of an infected student. Placement decisions shall be based on the infected need for accommodations or services.</p> <p>First consideration must be given to maintaining the infected student in a regular assignment. Any decision for an alternative placement must be supported by specific facts and data.</p> <p>An infected student who is unable to attend school, as determined by a medical examination, shall be considered for homebound instruction or an alternative placement.</p> <p>An infected student may be excused from school attendance if the parent or guardian seeks such excuse based on the advice of medical or psychological experts treating the student.</p> <p>An infected student's placement shall be reassessed if there is a change in the student's condition or the student's need for accommodations.</p>
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<p>35 P.S. 7607</p>	<p><u>Confidentiality</u></p> <p>District employees who have knowledge of an infected student's condition shall not disclose any information without prior written consent of the student's parent/guardian, consistent with the requirements of the Pennsylvania Confidentiality of HIV-Related Information Act.</p> <p>The Superintendent or a designee shall determine which school personnel will receive information about an infected student. The number of individuals informed of an infected student's status shall be kept to the minimum require to assure proper care and supervision of the student as well as to protect the school population. Anonymity shall have high priority.</p> <p>All District employees have a duty to preserve the confidentiality of all information concerning an infected student. Serious consequences shall result from a breach of confidentiality by an employee.</p> <p>Information about infected students in the school setting shall not be disclosed to the general public, other school employees, or other groups without a court order or the informed, written, signed and dated consent of the infected student or his/her parent or guardian if a legal minor.</p>
<p>SC 1409</p>	<p>All health records, notes and other documents referring to an infected student's condition shall be secured and kept confidential.</p> <p><u>Infection Control</u></p> <p>Universal precautions, as recommended by the CDC, shall be followed for exposure to blood, vaginal secretions, semen, or any other body fluid contaminated with blood, such as nasal secretions, sputum, vomitus, urine, and feces.</p> <p>Employees shall treat all body fluids as hazardous and follow universal precautions.</p>
<p>OSHA</p>	<p>The School District shall maintain and keep reasonably accessible all designated equipment and supplies necessary for infection control.</p> <p><u>Staff Development</u></p> <p>The district shall provide opportunities for employees to participate in inservice education on IV infection.</p> <p>Designated District employees may receive additional, specialized training appropriate to their positions and responsibilities.</p> <p><u>Prevention Education</u></p> <p>The Goals of HIV infection prevention education shall be to promote healthy living and discourage the behaviors that put people at risk of acquiring HIV</p>

Title 22  
Sec. 4.4, 4.29  
Pol. 105.1

infection. Prevention education shall be taught at every grade level as part of the curriculum, be appropriate to students' developmental maturity, and include accurate information about reducing the risk of HIV infection.

Prior to HIV/AIDS instruction, the District shall inform parents/guardians that curriculum outlines and materials used in the instruction shall be available for review.

A student shall be excused from HIV/AIDS education when the instruction conflicts with the religious beliefs or principles of the student or parent/guardian, upon the written request of the parent/guardian.

Parents and guardians shall be provided convenient opportunities to preview all HIV prevention curricula and materials.

References:

School Code - 24 P.S. Sec. 1301, 1329, 1330, 1409

State Board of Education Regulations - 22 Pa. Code Sec. 4.4, 4.29, 11.25

PA Confidentiality of HIV-Related Information Act - 35 P.S. 7601 et seq

Board Policy - 105.1, 105.2

Notes: Staff development can be held periodically



# SHALER AREA SCHOOL DISTRICT

No: 235

SECTION: PUPILS

TITLE: STUDENT RIGHTS **AND RESPONSIBILITIES**

ADOPTED: APRIL 15, 1998

REVISED: JUNE 30, 2003; JUNE 21, 2006; MARCH 21, 2007

	<b>235. STUDENT RIGHTS <b>AND RESPONSIBILITIES</b></b>
1. Purpose	This policy sets forth guidelines by which student rights and responsibilities are determined, consistent with law <b>and regulations</b>
2. Authority SC 510 Title 22 Sec. 4.4, 12.1, 12.3, 12.4, 12.9	The Board has the authority and responsibility to establish reasonable rules and regulations for the conduct and deportment of district students. At the same time, no student shall be deprived of equal treatment and equal access to the educational program, due process, a presumption of innocence, and free expression and association, in accordance with Board policy and school rules.
3. Guidelines Title 22 Sec. 12.2, 12.3 Pol. 130, 204, 218, 220	Attendant upon the rights established for each student are certain responsibilities, which include regular attendance; conscientious effort in classroom work and homework; conformance to Board policies and school rules and regulations; respect for the rights of teachers, students, administrators and all others who are involved in the educational process; and expression of ideas and opinions in a respectful manner.
<b>Title 22 Sec. 12.2</b>	<b>It shall be the responsibility of the student to:</b>  <b>1. Be aware of all policies, rules and regulations for student behavior and conduct him/herself accordingly. Each student shall assume that, until a rule is waived, altered or repealed in writing, it is in effect.</b>
<b>Pol. 221</b>	<b>2. Volunteer information in matters relating to the health, safety and welfare of the school community and the protection of school property.</b>
<b>Pol. 224</b>	<b>3. Dress and groom to meet standards of safety and health, safety and welfare of the school community and the protection of school property.</b>
	<b>4. Assist the school staff in operating a safe school.</b>
	<b>5. Comply with federal, state and local laws.</b>
	<b>6. Exercise proper care when using district facilities, school supplies and equipment.</b>

<p><b>Pol. 204</b></p> <p><b>Pol. 220</b></p> <p><b>Pol. 220</b></p> <p><b>Pol. 218, 233</b></p> <p><b>Title 22 Sec. 12.3 Pol. 218</b></p> <p>4. Delegation of Responsibility</p>	<p><b>7. Attend school daily and be on time to all classes and other school functions.</b></p> <p><b>8. Make up work when absent from school.</b></p> <p><b>9. Pursue and attempt to satisfactorily complete the courses of study prescribed by local school authorities.</b></p> <p><b>10. Report accurately in student media.</b></p> <p><b>11. Not use obscene language in student media or on school property.</b></p> <p><b>Violations of this policy may result in disciplinary action, consistent with the Code of Student Conduct and Board policy.</b></p> <p><b>A listing of students' rights and responsibilities shall be included in the Code of Student Conduct, which shall be distributed annually to students and parents/guardians.</b></p> <p><b>The Superintendent or designee shall develop administrative regulations consistent with law and Board policy to ensure that student rights under specific conditions are properly recognized and maintained.</b></p> <p>References:</p> <p>References:</p> <p>School Code – 24 P.S. Sec. 510</p> <p>State Board of Education Regulations – 22 PA Code Sec. 4.4, 12.1, 12.2, 12.3, 12.4, 12.9</p> <p>Board Policy – 000, 130, 204, 218, 218.1, 218.2, 220, 221, 224, 233, 248, 249, 705</p>
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2nd Reading - Revised Policy

# SHALER AREA SCHOOL DISTRICT

No: 246

SECTION: PUPILS  
TITLE: STUDENT WELLNESS  
ADOPTED: JULY 19, 2006  
REVISED: MARCH 19, 2008

246. STUDENT WELLNESS	
1. Purpose	<p>Shaler Area School District recognizes that student wellness and proper nutrition are related to students' physical well-being, growth, development, and readiness to learn. The Board is committed to providing a school environment that promotes student wellness, proper nutrition, nutrition education, and regular physical activity as part of the total learning experience. In a healthy school environment, students will learn about and participate in positive dietary and lifestyle practices that can improve student achievement.</p>
2. Authority SC 1422.1 42 U.S.C. Sec. 1758b	<p>The Board adopts the Student Wellness Policy based on the recommendations of the appointed Wellness Committee and in accordance with federal and state laws.</p> <p>To ensure the health and well-being of all students, the Board establishes that the district shall provide to students:</p> <ol style="list-style-type: none"><li>1. A comprehensive nutrition program consistent with federal</li><li>2. Access at reasonable cost to foods and beverages that meet established nutritional guidelines.</li><li>3. Physical education courses and opportunities for developmentally appropriate physical activity during the school day.</li><li>4. Curriculum and programs for grades K-12 that are designed to educate students about proper nutrition and lifelong physical activity, in accordance with State Board of Education curriculum regulations and academic standards.</li></ol>
3. Delegation of Responsibility 42 U.S.C. Sec. 1758b	<p>The Superintendent or designee shall be responsible to monitor each of the district's schools, programs and curriculum to ensure compliance with this policy, related policies and established guidelines or administrative regulations.</p> <p>Each building principal or designee shall report to the Superintendent or designee regarding compliance in his/her school.</p> <p>Staff members responsible for programs related to student wellness shall report to the Superintendent or designee regarding the status of such programs.</p>

	<p>The Superintendent or designee shall annually report to the Board on the district's compliance with law and policies related to student wellness. The report may include:</p> <ol style="list-style-type: none"> <li>1. Assessment of school environment regarding student wellness issues.</li> <li>2. Evaluation of food services program.</li> <li>3. Review of all foods and beverages sold in schools for compliance with established nutrition guidelines.</li> <li>4. Listing of activities and programs conducted to promote nutrition and physical activity.</li> <li>5. Recommendations for policy and/or program revisions.</li> <li>6. Feedback received from district staff, students, parents/guardians, community members and the Wellness Committee.</li> </ol>
<p>42 U.S.C. Sec. 1758b</p>	<p>The Superintendent or designee and the appointed Wellness Committee shall periodically conduct an assessment on the contents and implementation of this policy as part of a continuous improvement process to strengthen the policy and ensure implementation. The assessment shall include the extent to which district schools are in compliance with law and policies related to student wellness, and shall describe the progress made by the district in attaining the goals of this policy. The assessment shall be made available to the public.</p>
<p>42 U.S.C. Sec. 1758b</p>	<p>The district shall inform and update the public, including parents/guardians, students, and others in the community, about the contents and implementation of this policy.</p>
<p>4. Guidelines</p>	<p><u>Wellness Committee</u></p> <p>The Board shall appoint a Wellness Committee comprised of at least one (1) of each of the following: district administrator, district food service representative, student, parent/guardian, and member of the public. Other members of the Wellness Committee may include teacher, school nurse, school counselor, coach, support staff, food vendor.</p>
<p>42 U.S.C. Sec. 1758b</p>	<p>The district shall be required to permit physical education teachers and school health professionals to participate on the Wellness Committee.</p> <p>The Wellness Committee shall serve as an advisory committee regarding student health issues and shall be responsible for developing, implementing and periodically reviewing and updating a Student Wellness Policy that complies with law to recommend to the Board for adoption.</p> <p><u>Advisory Health Council</u></p> <p>The Advisory Health Council may make policy recommendations to the Board related to other health issues necessary to promote student wellness.</p> <p>The Advisory Health Council shall provide periodic reports to the Superintendent or designee regarding the status of its work, as required.</p>

<p>SC 1422</p>	<p>Individuals who conduct student medical and dental examinations shall submit to the Advisory Health Council annual reports and later reports on the remedial work accomplished during the year, as required by law.</p>
<p>SC 1513 Pol. 102, 105</p>	<p><u>Nutrition Education</u></p> <p>Nutrition education will be provided within the sequential, comprehensive health education program in accordance with curriculum regulations and the academic standards for Health, Safety and Physical Education, and Family and Consumer Sciences.</p> <p>The goal of nutrition education is to teach, encourage and support healthy eating by students. Promoting student health and nutrition enhances readiness for learning and increases student achievement.</p> <p>Nutrition education shall provide all students with the knowledge and skills needed to lead healthy lives.</p> <p>Nutrition education lessons and activities shall be age-appropriate.</p> <p>Nutrition curriculum shall be behavior focused.</p> <p>Nutrition education shall be integrated into other subjects to complement but not replace academic standards based on nutrition education.</p> <p>Lifelong lifestyle balance shall be reinforced by linking nutrition education and physical activity.</p> <p>The staff responsible for providing nutrition education shall be properly trained and prepared and shall participate in appropriate professional development. Criteria shall be developed to measure “properly” and “appropriate.”</p> <p>Nutrition education shall extend beyond the school environment by engaging and involving families and the community.</p> <p><u>Nutrition Promotion</u></p> <p>The district aims to teach, encourage, and support healthful eating by students. District schools shall promote nutrition by providing appropriate nutrition education in accordance with the Student Wellness Policy.</p> <p>District staff shall cooperate with agencies and community organizations to provide opportunities for appropriate student projects related to nutrition.</p> <p>District schools shall encourage parents/guardians to provide healthy meals for their children through newsletter articles, take-home materials or other means.</p>

SC 1512.1  
Pol. 102, 105

Physical Activity

District schools shall strive to provide opportunities for developmentally appropriate physical activity during the school day for all students.

A physical and social environment that encourages safe and enjoyable activity for all students shall be maintained.

Students and the community shall have access to physical activity facilities outside school hours.

Physical Education

A sequential physical education program consistent with curriculum regulations and Health, Safety and Physical Education academic standards shall be developed and implemented. All district students must participate in physical education.

Quality physical education instruction that promotes lifelong physical activity and provides instruction in the skills and knowledge necessary for lifelong participation shall be provided.

Physical education classes shall be the means through which all students learn, practice and are assessed on developmentally appropriate skills and knowledge necessary for lifelong, health-enhancing physical activity.

Students shall be moderately to vigorously active as much time as possible during a physical education class. Documented medical conditions and disabilities shall be accommodated during class.

Physical education shall be taught by certified health and physical education teachers.

Other School Based Activities

Drinking water shall be available and accessible to students, without restriction and at no cost to the student, at all meal periods and throughout the school day.

District schools shall provide adequate space, as defined by the district, for eating and serving school meals.

Students shall be provided a clean and safe meal environment.

Students shall be provided adequate time to eat: ten (10) minutes sit down time for breakfast; twenty (20) minutes sit down time for lunch.

Meal periods shall be scheduled at appropriate hours, as defined by the district.

<p>42 U.S.C. Sec. 1751 et seq. 1773</p> <p>7 CFR Sec. 210, 10, 220.8</p> <p>7 CFR Sec. 210, 11, 220.12a</p> <p>7 CFR Sec. 210.11</p> <p>SC 504.1</p> <p>Pol. 209.1</p>	<p>Students shall have access to hand washing or sanitizing before meals and snacks.</p> <p>Nutrition professionals who meet criteria established by the district shall administer the school meals program.</p> <p>The district shall provide appropriate training to all staff on the components of the Student Wellness Policy.</p> <p>Goals of the Student Wellness Policy shall be considered in planning all school based activities</p> <p><u>Nutrition Standards/Guidelines</u></p> <p>All foods available in district schools during the school day shall be offered to students with consideration for promoting student health and reducing childhood obesity.</p> <p>Foods provided through the National School Lunch or School Breakfast Programs shall comply with established federal nutrition standards.</p> <p>Competitive foods available to students in district schools outside of school meal programs shall comply with established federal nutrition standards and the Nutrition Standards for Competitive Foods in Pennsylvania Schools, as applicable.</p> <p>The district may impose additional restrictions on competitive foods, provided that the restrictions are not inconsistent with federal requirements.</p> <p>Exclusive competitive food and/or beverage contracts shall be approved by the Board, in accordance with provisions of law.</p> <p><u>Management of Food Allergies in District Schools</u></p> <p>The district shall establish Board policy and administrative regulations to address food allergy management in district schools in order to:</p> <ol style="list-style-type: none"> <li>1. Reduce and/or eliminate the likelihood of severe or potentially life threatening allergic reactions.</li> <li>2. Ensure a rapid and effective response in case of a severe or potentially life threatening allergic reaction.</li> </ol>
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3. Protect the rights of students by providing them, through necessary accommodations when required, the opportunity to participate fully in all school programs and activities.

#### Safe Routes to School

The district shall assess and, to the extent possible, implement improvements to make walking and biking to school safer and easier for students.

The district shall cooperate with local municipalities, public safety agency, police departments and community organizations to develop and maintain safe routes to school.

District administrators shall seek and utilize available federal and state funding for safe routes to school, when appropriate.

#### References:

School Code – 24 P.S. Sec. 504.1, 1337.1, 1422, 1422.1, 1422.3, 1512.1, 1513

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

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

Board Policy – 000, 102, 103, 103.1, 105, 209.1, 808

# SHALER AREA SCHOOL DISTRICT

No: 804

SECTION: OPERATIONS  
TITLE: SCHOOL DAY  
ADOPTED: AUGUST 19, 1998  
REVISED: MAY 18, 2005

804. SCHOOL DAY	
1. Purpose	The normal school day for the instruction of district students shall be in accordance with law, regulations and Board policy.
2. Authority SC 1504 Title 22 Sec. 11.2, 11.3	The Board shall establish the times for the daily sessions of district schools.
3. Delegation of Responsibility	<p><b>The Superintendent may close, delay the opening, or dismiss schools early for emergency reasons and to protect the health and safety of students and staff. The Superintendent or designee shall prepare procedures for proper and timely notification of all concerned, in the event of an emergency closing.</b></p> <p>In all cases, the Superintendent shall inform the Board President as soon as possible.</p>
Title 22 Sec. 11.25 Pol. 204	<p>The Superintendent or designee shall develop rules that allow students to enter and leave schools under exceptional conditions so that variances with the normal school schedule may be accommodated. Such rules shall consider such things as inclement weather, illness, urgent reasons and other circumstances.</p> <p>References:</p> <p>School Code – 24 P.S. Sec. 1504</p> <p>State Board of Education Regulations – 22 PA Code Sec. 11.2, 11.3, 11.25</p> <p>Board Policy – 204</p>

## **Project Information**

Proposed Project Name: Composition Lab

Lead Applicant: Ellen Spondike

Organization: Shaler Area Middle School

Sprout Program Area: Hive

## **Contact Information for Principal Point-of-Contact or Lead Project Manager**

Ellen Spondike, Music Teacher, Shaler Area Middle School

spondikee@sasd.k12.pa.us

412-492-1200 X2624 (school)/ 412-915-7803 (cell)

Home: Ellen Spondike

Shaler Area Middle School

1810 Mt. Royal Blvd.

Glenshaw, PA 15116

## **Project Description**

I would like to create a unique opportunity for middle level students (grades 7 and 8) to utilize state of the art technology and musical instruments to create music and collaborate, enhancing their experience in music education. A new classroom lab in a current music classroom, consisting of electronic keyboards will allow students to develop skills, while learning to create their own music. All students in our school will have the opportunity to utilize this lab. If awarded, Spout funding would provide the opportunity to purchase electric piano keyboards to enable our students to begin creating music in this setting.

## **Project Team**

Mrs. Jo Ann Weaver and I are currently the only two music teachers in our building. The administrators in our district are also involved and are supportive. This includes Dr. Wes Shipley, superintendent, Mrs. Kara Eckert, assistant superintendent, Mr. Marty Martynuska, Middle School Principal, and Mrs. Shannon Howard, Middle School Assistant Principal. The people most directly involved would be Mrs. Eckert (412-492-1200 ext. 2831) and Mr. Martynuska (412 - 492-1200, ext. 2500)

## **Budget/Funding Request**

- Overall Expense Budget - **\$16880.00**
- Amount Requested from Sprout - **\$15,000**

## **Audience & Participation**

The Shaler Area Middle School houses students in grades 7 and 8, with students mostly in the age range of 12 to 14 years old. There are approximately 716 students in the school who would have an opportunity to use the lab on various occasions throughout the year, depending on scheduling. Students who choose to take a general music elective will have more regular access to the facility, while students who have chosen performance electives (chorus, band, and orchestra) will still have the opportunity, but not as frequently.

## Geography

The project would take place at the Shaler Area Middle School, which comprises students from Shaler Township, Etna, Millvale, and Reserve Township.

## Timeframe

Activities will begin as soon as working keyboards are available to students. Activities will conclude at the end of a semester class (if the class is a general music class), or at the end of the year if students are in performance classes. The use of the lab will be ongoing.

## Referral

I first heard about the Sprout Fund through my assistant superintendent, Mrs. Eckert.

Please directly answer questions 1–10 in 4 pages or less:

1. **Statement:** The project is to provide a Composition Lab for students in our middle school, by purchasing updated keyboards for students use to develop their musical skills, as well as work on composition projects. This project merits catalytic funding from Sprout because of the impact such an opportunity would have on the students. Students will be able to develop skills in expressing themselves through music. Middle school students will be engaged in actively producing, creating, and experimenting with music, which will provide a much needed outlet.
2. **Focus/Need:** The focus of the project is that of creativity. Most academic subjects currently seem to be focused on improving scores on standardized tests. Students are not given an opportunity to create something artistic and unique. Composition gives students a chance to explore concepts such as pitch, timbre, and time.

Currently, our music room is equipped with several keyboards that were purchased in 1998, and do not all function properly. Being able to provide new keyboards would give the students an opportunity to work with current technology and much less frustration. Combined with equipment that the district already has, such as laptop carts, new keyboards will enable the students to write music and share their compositions with their peers. I believe that this would parallel the recent trend in the Maker Movement, in having students become creative producers within their community.

3. **Inspiration and Uniqueness:** Having had my own child just finish 8<sup>th</sup> grade at this school, I have been surprised at the lack of opportunity for students to do any type of creating in any area. Most curriculums, including my own, stress analysis and technical aspects of each subject, but lack the opportunity for enrichment, specifically in the area of creativity. This project would give students an opportunity for such an activity that would enable them to experiment in composition, which is not something that most schools are able to offer. Composition would be approached first through sound production, and not necessarily notation, but students would learn music theory and keyboard technique as their composition skills progress. I believe that through this method, students will have a better understanding of music theory and will be more engaged than doing worksheets, and it will enrich performance in ensembles and personal development.

4. **Audience Engagement:** The target audience is that of the 7<sup>th</sup> and 8<sup>th</sup> graders currently in our building, which approximately 716 students are at this time. Jo Ann Weaver and I have both taught middle school level students for several years and enjoy finding different ways to engage the students in our program.

Students will have different levels of engagement with music composition depending on which music class they sign up for during the year. Students have an opportunity to take a performing class (chorus, band, jazz band, or orchestra) and a general music elective (instrumental music exploration or musical theater arts), or just one of the previously listed classes. Performance based classes will have opportunities to use the lab and compose, but the majority of the time the lab will be used for the students in the general music electives.

5. **Implementation:** The project will begin with students first exploring music composition with sounds through a free software program called Finale Notepad. Students can experiment with random sounds through the computer and learn very basic notation. This activity can be paralleled with learning basic keyboard technique. Depending on the individual's abilities, the two skills can be combined for students to write their own melodies and perform them on the keyboards. Compositions can be shared with classmates for collaboration. Progress will depend on the abilities of the students in each class. A challenge is always the interest level and motivation of the students. That would need to be assessed on an ongoing basis.
6. **Marketing and Promotion:** Every spring our school has a "Showcase Night," where students' work is displayed and short performances are planned. The community is always welcomed to this event, with the targeted audience being the families of students that will be moving up to the building in the following year. This would be a great opportunity for student composers to be featured with either live or recorded performances. In this way, the students whose work is performed would be recognized for their efforts, and the opportunity for younger students to register for the class would be known.
7. **Connections, Collaborations, and Partnerships:** Upgrading the middle school's music technology would actually connect to the opportunities already present in other buildings in our district. Our high school has a piano lab that enables students to compose and record, and our elementary school music program was recently updated with a STEAM grant that transformed a music classroom into room of music "stations," enabling students to do interactive games and record. Updated equipment for the middle school, would not only give students enrichment opportunities, but would also better enable all music teachers to collaborate and develop a better sequenced curriculum utilizing current technology.
8. **Goals, Outcomes, and Measures of Success:** My goal for the project is to create an opportunity for students to have a creative outlet through music. Desired outcomes include students strengthening their skills and understanding of written music in a collaborative environment. An end of the year display or performance would feature students in a positive environment as well as engage the community in a celebration of the students' work. The students' compositions will be evaluated throughout the course of the semester or year in order for them to receive feedback from teachers and peers alike. Qualitative data can be obtained through observation of the students and feedback

through surveys. Quantitative data can be collected by the teachers involved to monitor use of the lab space, number of students utilizing the area, and the production of compositions.

9. **Leadership and Experience:** Along with the two teachers directly involved and the administration who will be informed of the progress of the project, the students in the school will be the main focus as they use the lab to create and perform. For students whose main focus is general music, their time in the lab will be weekly during classes. Other students who are in performing ensembles will be able to experience the lab at least twice in a nine week period, but it would also be determined by the lab availability and student interest. Skills that the students have previously obtained in elementary school music classes will prepare them for keyboarding and working in a music lab, and they will be able to work at their own level of comfort.

Through this project, I believe that the Shaler Area community will become more aware of Sprout and the Pittsburgh Kids + Creativity Network. Everyone involved would know of the assistance in funding such a project, first through the teachers and administration and then through the students directly. In a district that centers on academics and athletics, this is the type of opportunity that our music department is always looking for; to create more exposure to the arts in our schools and to provide imaginative alternatives to learning for all students.

10. **Funding and Other Resources:** A Hive Grant of \$15,000 would cover the majority of the cost of the new equipment. Sprout funding would go directly towards that initial cost. The remainder of the money needed (\$1880) would be covered by the district. Any future funds needed for repair of equipment would also be the responsibility of the school district.

## Sprout Catalytic Funding Application - Attachments

Please provide the following separate attachments to detail your budget, timeline, references, and (optionally) images or videos of your project. Templates are available for download from Sprout's website:

[www.sproutfund.org/apply/forms/](http://www.sproutfund.org/apply/forms/)

### Budget

Please use The Sprout Fund Catalytic Funding **Budget Template** to detail the revenues and expenses for the project.

Revenues should include all earned income, other contributions, and value of in-kind support. *In-kind support is the dollar value of donated materials, services, and/or time and should be off-set by equivalent expenses.* Expenses should include a complete summary of costs necessary to make your project happen. Note the status of any revenues as secured, pending, or requested and the amount of Sprout support that would go toward particular expenses. In a properly formatted Sprout project budget, expenses and revenues should match – *your budget should be balanced.*

If, after providing your budget in the required spreadsheet, you believe that it is not a sufficient representation of your project's revenues and expenses, you may email another document with additional details.

### Timeline

Please use The Sprout Fund Catalytic Funding **Timeline Template** to create a document that notes the specific activities described in both your implementation and promotion plans and when they will take place.

### References

Please use The Sprout Fund Catalytic Funding **References Template** to give the complete contact information for 2-3 professional references that can address your relevant project experience. References *may not* be active members of the project team, board, or staff.

## How to Submit a Proposal

Applications for Sprout's catalytic funding programs are accepted on the **first Friday of every month**, and decisions are typically announced six weeks later. Confirm program-specific deadlines at [www.sproutfund.org/apply](http://www.sproutfund.org/apply).

Eligible proposals **MUST** include all required elements: **cover sheet, questions, budget, timeline, and references.**

The preferred method for submitting your application is email. Send application materials as email attachments to [apply@sproutfund.org](mailto:apply@sproutfund.org).

You may also submit your application via postal mail or hand delivery to The Sprout Fund, attn. Catalytic Funding, at **5423 Penn Avenue, Pittsburgh, Pennsylvania 15206-3423**, but please be prepared for a follow-up request to submit your information electronically.

*Thank you for your interest in Sprout!*

Questions or need help? Email [apply@sproutfund.org](mailto:apply@sproutfund.org) or call (412) 325-0646.

## Sprout Catalytic Funding Application - Questions