

CENTRAL VALLEY SCHOOL DISTRICT BOARD OF EDUCATION NOVEMBER 18, 2021 – 7:00 PM CENTRAL VALLEY HIGH SCHOOL CAFETERIA

Voting Session Agenda

l.		CALL TO ORDER AND PLEDGE OF ALLEGIANCE
II.		ROLL CALL
		Mr. Ambrose Mr. O'Neill Ms. Belcastro Mr. Ross Mr. Bloom Dr. Unis Mr. King Mr. Zaritski Mr. Mowad
		ROUTINE ITEMS
		esentation: Center Grange Construction Project Update presentation by John Beddia and ew Cerjanic, from Crabtree, Rohrbaugh and Associates
III.		PUBLIC COMMENTS ON AGENDA ITEMS
V.		MINUTES
	1.	To approve the Voting Session Minutes from October 21, 2021. Attachment A
		Action required on items 1:
		Motion by Second by Motion:

TREASURER'S REPORT – Mr. King, Treasurer

BUSINESS ITEMS

- 1. The following bills and reports are submitted for approval:
 - A. PAY BILLS --
 - 1. Confirm the October 2021 General Fund Payments in the amount of \$1,286,876.47. **Attachment B**
 - 2. Confirm the October 2021 Cafeteria Fund Payments in the amount of \$73,577.70. **Attachment C**
 - B. REPORT --
 - 1. To approve the October 2021 Berkheimer Report. Attachment D

Action required on item 1:

Motion by Second by Motion:

AGENDA ITEMS

A. BOARD/POLICY ITEMS - Ms. Belcastro, Chairperson

- To approve the following Additions and Revisions to the Central Valley Board Policies: Attachment E
 - Policy 113.1 Discipline of Students With Disabilities (Revision)
 - Policy 113.2 Behavior Support (Revision)
 - Policy 113.4 Confidentiality of Special Education Student Information (New)
- 2. To approve the authorization of the School District Solicitor to file an appeal to the Pennsylvania Commonwealth Court in the matter at Beaver County Court of Common Pleas Docket Number 10676 2021.

Action required on items 1 & 2:

Motion by Second by Motion:

B. NEGOTIATION ITEMS - Mr. O'Neill, Chairperson

C. EDUCATION ITEMS – Mr. Ross, Chairperson

1. To approve/confirm the released time/staff development requests:

Conference – Location	Individual	Date
IDEA Aligned Assessment, Webinar	Elyse King & Courtney Mottes	11/1/2021
Fall SAP Coordination Mtg. Prevention Network, Baden	Shannon Istik	11/4/2021
SAP Training, Prevention Network, Baden	Jaymee Humbert & Rachael Watts	11/16, 11/17, & 11/22/2021
BLASL Meeting, BF Jones Library	BethAnn Pohl & Megan Roperti	11/18/2021
PA Ed. Tech. Conference, Hershey, PA	Ed Eimiller	2/6 – 2/9/2022

2. To approve an Educational Services Agreement with the School At McGuire Memorial to provide services to one of the District's students for the 2021-2022 school year at a daily rate of \$310.31. **Attachment F**

Action required on items 1 and 2:

Motion by Second by

Motion:

D. TECHNOLOGY - Mr. Mowad, Chairperson

E. ATHLETICS - Mr. King, Chairperson

- 1. To pre-approve the HS Marching & Jazz Bands for a trip to Orlando, Florida from March 15, 2022 March 20, 2022. **Attachment G**
- 2. To approve the following winter coaching staff and stipends pending receipt, review, and acceptance of all clearances:

Gymnastics

Cherie Mulford Assistant Coach \$900.00

<u>Swimming</u>

Lydia Holley Diving Coach \$1200.00

Action required on items 1 and 2:

Motion by Second by

Motion:

F. EXTRA CURRICULAR ACTIVITIES – Dr. Unis, Chairperson

FYI - Field Trips

Destination	Group	Date
Veterans' Day Parade, Beaver	HS Band	11/11/2021
Schroeder Industries, Leetsdale &	Bots IQ	11/17/2021
Salt Lake CNC, Imperial		
Dutch Ridge Elementary, Beaver	TL Gifted	11/22/2021
Westminster College	HS District Honors Band	11/16 – 11/18/2021
New Castle High School	HS District Band	1/27 – 1/28/2022
Slippery Rock University	HS District Jazz Band	2/18 – 2/19/2022
CCBC	HS/MS Enrichment/Academic Games	12/16/2021

G. BUILDINGS AND GROUNDS - Mr. Zaritski, Chairperson

1. To approve/confirm the following Building Usage requests pending final approval from the Superintendent regarding the review of the Organizations Health and Safety Plan as well as Liability Waiver sign off.

Building	Organization	Date	Purpose
HS Gymnasium	CV Roundball Association	12/2/2021	Youth Basketball
			Event
HS Cafeteria	Marching Band Parents	12/18/2021	Cookie Walk
			Fundraiser
HS Wellness Center	Warrior 5K	4/22 &	Warrior 5K Wal/Run
		4/23/2022	Event
HS Auxiliary	HS Softball	12/18/2021 &	Softball Drills & Skills
Gymnasium		3/12/2022	Clinic

Action required on item 1:

Motion by Second by Motion:

H. PERSONNEL ITEMS – Mr. Bloom, Chairperson

- 1. To approve an FMLA request for a paraprofessional from September 28, 2021 through December 22, 2021.
- 2. To approve the retirement of Anna Maria Tassone, paraprofessional, effective November 19, 2021. **Attachment H**
- 3. To approve the resignation of Kimberly Cunningham as a building monitor effective November 19, 2021. **Attachment I**
- 4. To approve Alan Crisman as a cafeteria general worker (3.25 hrs) at a rate of \$12.50/hr. in accordance with the CVESP Agreement, pending receipt, review, and acceptance of all clearances, effective November 19, 2021.
- 5. To approve Kimberly Cunningham as a paraprofessional at a rate of \$13.50/hr. in accordance with the CVESP Agreement pending receipt, review, and acceptance of all clearances, effective November 30, 2021.
- 6. To approve an FMLA request for a paraprofessional from October 18, 2021 to January 4, 2022.
- 7. To approve Amanda Rogers a building monitor at Center Grange at a rate of \$10/hr. effective November 30, 2021.

Action required on items 1-7:

Motion by Second by Motion

- I. FINANCE ITEMS Mr. Ambrose, Chairperson
- J. PUBLIC COMMENT
- K. SUPERINTENDENT'S ITEMS/COMMENTS
- L. BOARD MEMBERS' COMMENTS

ADJOURNMENT

1. To adjourn the meeting.

Action required on item 1:

Motion by Second by Motion:



CENTRAL VALLEY SCHOOL DISTRICT BOARD OF EDUCATION OCTOBER 21, 2021 – 7:00 PM CENTRAL VALLEY HIGH SCHOOL CAFETERIA

Minutes

I. CALL TO ORDER AND PLEDGE OF ALLEGIANCE

II. ROLL CALL

X	Mr. Ambrose	_X_	Mr. O'Neill
X	Ms. Belcastro	X	Mr. Ross
X	Mr. Bloom	X	Dr. Unis
X	Mr. King	X	Mr. Zaritski
Y	Mr Mowad		

^{*}Also present: Dr. Perry, Mr. Halesey, and Mr. Maly

ROUTINE ITEMS

- Mr. Halesey touched on the meeting decorum as listed on the website. He also addressed
 the recent masking litigation at the state level and indicated his office would council the Board
 and Administration once a decision rendered by the judges.
- Dr. Perry presented Dr. Unis with a certificate from PSBA recognizing his eight years of service on the Board of Education.

III. EXECUTIVE SESSION

An Executive Session of the School Board was conducted from 6:30 p.m. – 7:00 p.m. this evening to discuss employee benefits, receive legal advice from the solicitor, and to receive information from the superintendent without further deliberation. Another Executive Session was held after the October 13, 2021 meeting as well.

IV. PUBLIC COMMENTS ON AGENDA ITEMS

V. MINUTES

1. To approve the combined Voting Session Minutes from September 16, 2021. **Attachment A**

Action required on items 1:

Motion by Mr. Zaritski Motion: Carried 9 Yes, 0 No Second by Mr. Ross

TREASURER'S REPORT – Mr. King, Treasurer

BUSINESS ITEMS

- 1. The following bills and reports are submitted for approval:
 - A. PAY BILLS --
 - 1. Confirm the September 2021 General Fund Payments in the amount of \$3,146,941.19.

 Attachment C
 - Confirm the September 2021 Cafeteria Fund Payments in the amount of \$7,891.77.
 Attachment D
 - B. REPORT --
 - 1. To approve the September 2021 Berkheimer Report. Attachment E

Action required on item 1:

Motion by Mr. King

Second by Mr. Bloom

Motion: Carried 9 Yes. 0 No

AGENDA ITEMS

A. BOARD/POLICY ITEMS - Ms. Belcastro, Chairperson

FYI: The first reading of the following Policy Addition/Revisions: Attachment B

- Policy 113.1 Discipline of Students With Disabilities (Revision)
- Policy 113.2 Behavior Support (Revision)
- Policy 113.4 Confidentiality of Special Education Student Information (New)

B. NEGOTIATION ITEMS - Mr. O'Neill, Chairperson

- 1. To approve to renew the contract of Colleen Kearns, confidential secretary, for a period of four (4) years from July 1, 2022 June 30, 2026 with a starting salary of \$53,347.80.
- 2. To approve to renew the contract of Mary Ann Kostelic, transition coordinator, for a period of three (3) years from July 1, 2022 June 30, 2025 with a starting salary of \$42,276.36.
- 3. To approve to renew the contract of Roberta Roma, confidential secretary, for a period of three (3) years from July 1, 2022 June 30, 2025 with a starting salary of \$38,950.70.
- 4. To approve to renew the contract of Amy Zurynski, confidential secretary, for a period of three (3) years from July 1, 2022 June 30, 2025 with a starting salary of \$37,815.73.
- 5. In accordance with the provision of Section 508, 1071 and 1073 of the Public School Code of 1949, the Central Valley School District reappoints Dr. Nicholas Perry as the Superintendent of Central Valley School District from July 1, 2022 June 30, 2027, at a salary of \$152,839.41, terms and conditions of contract pending review and approval by solicitor.

Action required on items 1-5:

Motion by Mr. O'Neill

Second by Mr. Zaritski

Motion: Carried 9 Yes, 0 No

Discussion:

- Mr. Zaritski thanked Mr. O'Neill for all his effort as well as the negotiating committee on getting these contracts completed.
- Dr. Perry addressed the Board thanking them for their support.

C. EDUCATION ITEMS – Mr. Ross, Chairperson

1. To approve/confirm the released time/staff development requests:

Conference – Location	Individual	Date
PHEAA Financial Aid Workshop, Penn State Beaver	Shannon Istik & Rachael Watts	9/24/2021
Gifted Consortium Mtgs, BVIU	Lydia Holley	10/7/21 - 5/11/2022 (once a month)
Ling Training, MIU4	Mary Goss	10/15/2021
Commonwealth Charter Academy Tech Works, Homestead	Bill Fiedler	10/22/2021
SAP Fall Coordinators Mtg., Prevention Network	Bernadette Mattica	11/4/2021
PAGE Conference, Pittsburgh	Mary Goss	11/4 & 11/5/2021
Equations Training, MIU4	Mary Goss	12/3/2021

- 2. To approve a contract with The Watson Institute from 7/1/2021- 6/30/2022 to provide Educational Services for a student at a cost of \$95/hour. **Attachment F**
- 3. To approve an addendum to the lease agreement with the Beaver Valley Intermediate Unit to increase the amount of space leased at Todd Lane Elementary to 4,056 square feet with the addition of one (1) classroom space. **Attachment G**

Action required on items 1-3:

Motion by Mr. Ross Second by Mr. Mowad

Motion: Carried 9 Yes, 0 No

D. TECHNOLOGY - Mr. Mowad, Chairperson

E. ATHLETICS - Mr. King, Chairperson

1. To approve the following Winter Coaching staff and stipends pending receipt, review and acceptance of all clearances:

Boys' Basketball Brandon Ambrose Mark Miller Trevor George Brian O'Neil TBD John George Brendan McKeel Tyler Walker	Head Varsity Coach Assistant Varsity Coach Head JV Coach Assistant JV Coach Volunteer Assistant Coach Eighth Grade Head Coach Seventh Grade Head Coach Volunteer Assistant MS Coach	\$8,234.00 \$2,295.00 \$1,400.00 \$1,000.00 \$0 \$1,000.00 \$1,000.00 \$0
Girls' Basketball Chris Raso Ray Pranskey Mark Lyons TBD TBD	Head Varsity Coach Assistant Varsity Coach JV Head Coach Volunteer Assistant Coach Volunteer Assistant Coach	\$7,994.00 \$2,440.00 \$1,061.00 \$0 \$0
Wrestling Kevin Mroz Jake Turley Joe Smith Matt Dickinson Bruce Morgan	Head Varsity Coach Assistant Varsity Coach MS Head Coach Volunteer Assistant Volunteer Assistant	\$3,476.00 \$1,500.00 \$1,000.00 \$0 \$0
Gymnastics Terri Gazda Cherie Mulford Jessica Hysong-Irwin	Head Varsity Coach Volunteer Assistant Volunteer Assistant	\$2,532.00 \$0 \$0
Swimming Larry Palochek Lydia Holley Mark Elder Hannah Palochek Heather Spinelli	Head Varsity Coach Diving Coach Volunteer Assistant Volunteer Assistant Volunteer Assistant	\$3,476.00 \$983.00 \$0 \$0 \$0

2. To approve an agreement with the Beaver Area School District for the use of their swimming pool for the 2021-2022 school year.

Central Valley School District Minutes October 21, 2021

3. To approve the following sponsors for intramural bowling for the 2021-2022 school year for up to 100 hours at \$12.00 an hour.

Roxanne Delon - High School Jennifer Jones - Middle School Jennifer Manganello - Todd Lane Debbie Guiliani - Todd Lane

- 4. To pre-approve the varsity baseball team for a spring trip to Coco Beach, Florida, from March 16, 2022 March 21, 2022. **Attachment H**
- 5. To pre-approve the varsity softball team for a spring trip to Pigeon Forge, Tennessee, March 24, 2022 through March 27, 2022. **Attachment I**

Action required on items 1-5:

Motion by Mr. King

Second by Mr. Ambrose

Motion: Carried 9 Yes, 0 No

F. EXTRA CURRICULAR ACTIVITIES - Dr. Unis, Chairperson

FYI - Field Trips

Destination	Group	Date
Raccoon Creek State Park Lake	HS Conservation Science & Ecology	10/2 & 10/3/2021
Mock Trial Boot Camp, Riverside HS	MS Gifted	10/8/2021
Flight 93 Memorial, Shanksville, PA	Grade 8 Honors Reading	10/11/2021
CV Middle School	Mentors for MS/Peace Club	10/13 - 5/13/2021
CCBC Dome	Grade 8 BC Energy & Adv. Manufacturing Careers	10/14/2021
Kennywood	HS Students	10/16/2021
Science on the Run, New Brighton School District	TL Gifted	10/19/2021
Riverside HS	MS/HS Gifted	10/27/2021
Westminster College, PA	HS Honors Chorus	10/28, 10/29, & 10/30/21
Robotics Experience, BVIU	Grade 6 Gifted	12/9/2021
Sharon HS	HS District Chorus	2/10 & 2/11/2022
Butler Area Intermediate HS	HS Region Chorus	3/24, 3/25/2022
Allegheny General Hospital	HS Anatomy/Physiology	3/24/2022
Carnegie Science Center	Grade 4	5/27/2022
Geneva College	TL/MS/HS Gifted	11/18/2021

G. BUILDINGS AND GROUNDS – Mr. Zaritski, Chairperson

1. To approve/confirm the following Building Usage requests pending final approval from the Superintendent regarding the review of the Organizations Health and Safety Plan as well as Liability Waiver sign off.

Building	Organization	Date	Purpose
HS Auxiliary/TL &	C Youth Basketball	11/8/2021 –	Skills practice
CAG Gymnasiums*		3/31/2022	

^{*}Pending availability on certain days of the week

Action required on item 1:

Motion by Mr. Zaritski

Second by Dr. Unis

Motion: Carried 9 yes, 0 No

Discussion:

 Mr. Zaritski provided an update from the Buildings & Grounds committee meeting regarding the Center Grange project. He also gave a timeline on the Center Grange Project indicating this information is subject to change:

Land Development Approval
 Bids and awards
 Construction to Begin
 May 2022
 June 2022
 July 2022

Duration of project estimated 14 months

Substantial Completion and occupancy August 2023

 Mr. Zaritski also said that he looks for the architects to do a presentation to the Board and Public in November.

Also discussed, the sewer line work being done in November at Todd Lane.

H. PERSONNEL ITEMS - Mr. Bloom, Chairperson

- 1. To approve the additions to the 2021/2022 Substitute List pending receipt, review, and acceptance of all clearances. **Attachment J**
- 2. To approve the resignation of Patricia Conkle, paraprofessional, effective October 15, 2021. **Attachment K**
- 3. To approve a FMLA request for a paraprofessional from September 23, 2021 through December 23, 2021.
- 4. To approve a FMLA request for a teacher from November 15, 2021 through March 23, 2022
- 5. To approve an unpaid leave request for a teacher from March 24, 2022 through June 3, 2022.
- 6. To approve an intermittent leave for a cafeteria worker from September 28, 2021 through June 3, 2022.
- 7. To approve a FMLA request for a paraprofessional from September 27, 2021 through November 8, 2021.
- 8. To approve the resignation of Daniel Gallagher, custodian, effective immediately. **Attachment L**
- 9. To approve a FMLA request for a high school teacher from February 14, 2022 through June 22, 2022.
- 10. To approve the resignation of Ida Moran, paraprofessional, effective October 22, 2021. **Attachment M**

Action required on items 1-4 and 6-10:

Motion by Mr. Bloom Second by Mr. Mowad Motion Carried 9 Yes, 0 No

Action required on item 5

Motion by Mr. Bloom Second by Mr. Zartiski Motion Denied 0 Yes, 9 No

I. FINANCE ITEMS - Mr. Ambrose, Chairperson

1. To approve the opening of a 2021 Bond Construction Fund Checking Account with WesBanco for the purpose of construction payments related to the 2021 Bond.

Action required on item 1:

Motion by Mr. Ambrose Motion Carried 9 Yes, 0 No Second by Mr. Ross

J. SUPERINTENDENT'S ITEMS/COMMENTS - None

K. BOARD MEMBERS' COMMENTS -

- Mr. Mowad thanked Dr. Perry and also thanked Mr. O'Neill for his work on the contracts.
- Mr. Mowad received third day enrollment for Baden Academy and Central Valley has
 exactly three (3) students enrolled in Kindergarten this school year. Dr. Perry said that he
 will double check that number with the bills we receive.
- Mr. Bloom commended the finance committee on the bond for the project.
- Mr. Ross echoed the feelings on the contracts and finance committee.
- Ms. Belcastro congratulated Dr. Perry on his contract. She thanked the PTA for the interesting storyteller at Center Grange. She also wanted to congratulate Mr. Lyons being named PA football coach of the year.

L. PUBLIC COMMENTS - None

ADJOURNMENT

1. To adjourn the meeting.

Action required on item 1:

Motion by Mr. Mowad Motion: Carried 9 Yes, 0 No Second by Mr. Ambrose

ATTACHMENT B

Check #	Vendor Name	Description Of Purchase	Description Of Purchase	Check Amount
00036770	MARK AIKENS	10/21 MS FB		57.00
00036700	DEAN AIRES	10/12 V GIRLS SOCCER		66.00
00036633	ALAM'S HOME & HARDWARE	SEPT HS	SEPT MS	394.05
00036616	QUINN ALEXANDER	10/01 V FB		78.00
00036732	QUINN ALEXANDER	10/14 MS FB		57.00
00036779	QUINN ALEXANDER	10/21 MS FB		57.00
00036568	ALL SEASON LINEN & MAT	BLACK HS & FB MATS		2,809.00
	SERVICE			
00036589	DAVID AMMONS	09/30 JV/V VB		84.00
00036634	AOT, INC	SEPT ELEM		12,786.16
00036569	APPLE		IPAD PRO/KEYBRD/PENCIL/4K TV	21,085.90
00036681	APPLE	DUO RED iPAD 7G 10-PACK	VPP CREDIT	16,296.85
00036682	APPLIED PEST MANAGEMENT	TL SMALL FLY FOAM TREATMENT	HS	879.00
00036741	STEVEN ASSEFF	10/15 V FB		78.00
00036571	AT&T	MS LONG DISTANCE		53.02
00036572	BACK ON TRACK	#3 EAP		645.00
00036654	GARRETT BARNHART	10/09 JV FB		57.00
00036762	GARRETT BARNHART	10/23 JV FB		57.00
00036573	BEAVER COUNTY CAREER &	21-22 1ST PYMT (64-STUDENTS)		112,532.46
	TECHNOLOGY CENTER			
00036636	BEAVER COUNTY TAX CLAIM	REAL ESTATE TAX 2017-18-19		203.82
	BUREAU			
00036635	BEAVER AREA SCHOOL DISTRICT	POOL USAGE NOV 20-MARCH 21		3,500.00
00036735	ROBERTA JO BELUS	10/15 V FB		78.00
00036574	BOROUGH OF MONACA WATER &	07/01-09/30 MS	07/01-09/30 MS FB FLD IND AVE	1,682.74
	SEWER DEPT			
00036753	BRIGHTON MUSIC CENTER	RICO CLARINET REEDS		27.00
00036684	BRODHEAD LANDSCAPE SUPPLY	TOP SOIL/50-50 MIX BALL FIELDS		500.00
00036638	BRODHEAD MINI STORAGE	SEPT FEE		100.00
00036639	BUREAU OF EDUCATION &	RECORDED SEM MINDSET MATH		279.00
	RESEARCH			
00036575	BUTLER GAS PRODUCTS	SEPT TL NURSE		37.50
00036640	BVIU - FIBERWAN	WAN 1Q		2,901.50
00036685	CANON FINANCIAL SERVICES	OCT CONTRACT		7,987.00
00036686	CAPP USA	3-WAY AIR VALVES		404.72
00036621	RUSSELL CAPRIO, JR.	09/18 JV BOYS SOCCER		38.00
00036577	CASTLE MAINTENANCE PRODUCTS		MS SUPPLIES	18,709.68
00036577	CASTLE MAINTENANCE PRODUCTS	CG SUPPLIES		3,321.12
00036578	CENTER 4 STORAGE	OCT FEE		90.00

^{*} Denotes Non-Negotiable Transaction

P - Prenote

d - Direct Deposit

C - Credit Card Payment

facksmc

Check #	Vendor Name	Description Of Purchase	Description Of Purchase	Check Amount
00036689	CENTER QUICK LUBE	MG7201L OIL CHANGE/FILTER	96729MG OIL CHANGE	103.98
00036676	SAM CERCONE	TRAVEL 9/29.10/7-8-12 FB//MTGS		146.78
00036581	CM REGENT, LLC	OCT LIFE	OCT LIFE AM	1,516.04
00036644	COLONIAL SCHOOL DISTRICT	DH FAIRWOLD ACAD 20-21		37,216.62
00036582	COLT PLUMBING SPECIALISTS	STEP DOWN DOOR HOLDERS		123.40
00036692	COLUMBIA GAS	08/13-09/13 MS	08/13-09/13 CG	275.12
00036693	COMBUSTION SERVICES	HVAC SERVICE RTU-1A	HVAC SERVICE B/O RTU DOWN	3,737.56
00036645	COMCAST	10/08-11/07 TL		348.21
00036694	COMCAST	10/18-11/17 HS		548.12
00036755	COMCAST	10/24-11/23 MS		348.23
00036646	COMCAST BUSINESS	OCT PHONES		871.48
00036583		JULY-AUG-SEPT 7-REG/1-SE		26,849.66
00036756	CONSOLIDATED COMMUNICATIONS	10/16-11/15 CG		121.58
00036695	CROWN CASTLE FIBER LLC	09/02-10/31 BACKUP INTERNET		3,441.66
00036584	CROWN BENEFITS	OCT MEDICAL		317,519.00
00030304	ADMINISTRATION	a katana		
00036758	CRYSTAL SPRINGS	TL NURSE		68.83
00036736	CENTRAL SUSQUEHANNA	8/13-20-31 PAYROLL SUPPORT		129.60
00036690		0/13-20-31 PAIROLL SULIONI		
	INTERMEDIATE UNIT	00/11 00/10 00	08/11-09/10 TL	1,980.82
00036585	CTW & SA	08/11-09/10 CG		1,518.86
00036648	CTW & SA	08/11-09/10 HS		3,712.26
00036696	CUMMINS BRIDGEWAY, LLC	REPAIR TRANSFER SWITCH		123,203.46
00036641	CENTRAL VALLEY SCHOOL	LUNCH HI/LOW	FNS BREAKFAST/NEEDY	123,203.40
	DISTRICT			000 50
00036649	DAGOSTINO ELECTRONIC	INSTALL 50" SAMSUNG 4K TV		892.50
	SERVICES			
00036698	DAGOSTINO ELECTRONIC	INSTALL FORTIGATE FINAL PYMT	25-LUCENT PREM PHONE SETS	24,021.50
	SERVICES			
00036674	ROXANNE DELON	REIMB GIRLS TENNIS ITEMS		198.41
00036697	D&G RENT ALLS	RENT SOD CUTTER		155.25
		MICROFIBER DUSTING PADS		51.50
00036591	DH BERTENTHAL & SONS		COVID MS VITAL OXIDE	3,094.00
00036703	DH BERTENTHAL & SONS	10/18 V GIRLS VB	COVID IID VIIM ONIDE	84.00
00036774	MICHAEL DICHOV	SEPT MS	SEPT CG	152.34
00036759	DIRECT ENERGY BUSINESS		SELI CO	68.00
00036775	MICHAEL DOMYANCIC	10/21 MS GIRLS BB	09/16 IND AVE STADIUM	6,741.56
00036651	DUQUESNE LIGHT COMPANY	10/05 HC	10/06 CG	21,477.27
00036704	DUQUESNE LIGHT COMPANY	10/14 MG	10/06 CG 10/14 IND AVE CONC ST	3,380.77
00036761	DUQUESNE LIGHT COMPANY			14,262.50
00036705	EDMENTUM	MS STUDY ISLAND	TL STUDY ISLAND	14,202.30

^{*} Denotes Non-Negotiable Transaction

P - Prenote

d - Direct Deposit

c - Credit Card Payment

facksmc

Check #	Vendor Name	Description Of Purchase	Description Of Purchase	Check Amount
00036708	FACILITIES MANAGEMENT	OCT MAINT MANAGER		9,763.08
	SYSTEMS, INC.			
00036593	FIT OPTIMIZED SOLUTIONS	ANNUAL PM SVC HVAC EQUIP		1,200.00
00036709	FIT OPTIMIZED SOLUTIONS	COMPLETE BILLING FOR 21-22		25.00
00036710	FLAG FACTORY	4x6 US FLAG W/POLE & STAND		250.00
00036586	CURT FRASIER	09/30 MS FB		57.00
00036587	DAN GANOE	10/01 V FB		78.00
00036772	MEDCO SUPPLY COMPANY	SHEARER TRAINER GATORADE PKG		2,340.00
00036711	GRAINGER		HIGH FLOW REPL CARTRIDGE	1,421.32
00036594	GUARDIAN	OCT DENTAL		17,807.81
00036655	GUARDIAN INNOVATIONS, LLC	NAVY XT HELMET COVERS		1,245.60
00036712	GUY'S MECHANICAL SYSTEMS,		MS UNIT REPL VALVES/CONVECT	3,970.28
00000112	INC			
00036763	GUY'S MECHANICAL SYSTEMS,	REPAIR HEAT PIPE/BLEED VALVE		1,474.01
00030703		KELAIK HEAT TILD, DUBLE VILLVESS STORES		_,
00006760	INC	CEDM 16 CEDMC		160.00
00036760	DR. STEPHEN HAGBERG, MD	SEPT 16-CERTS		84.00
00036620	ROBERT HALL	09/30 JV/V VB		9,933.00
00036764	H.A.R.I.E	W/COMP		355.16
00036595	HARTFORD PRIORITY ACCOUNTS	OCT ACCIDENT		80.00
00036677	STEVE HASHMAN	21-22 ALLOWANCE		78.00
00036597	JAMES HEALY	10/01 V FB		64.99
00036716	JEROME HOWIESON	21-22 ALLOWANCE		475.07
00036754	CAROL HUFNAGLE	REIMB GROCERIES FCS		80.00
00036757	CRAIG HUBER	21-22 ALLOWANCE	DIBELS BOOKLETS K-1-2	1,773.12
00036596	INKSTAR, LLC		DIBELS BOOKLEIS K-I-Z	287.00
00036715	JEFFREY ASSOCIATES	ZUN BUBBLE INSERT		2,360.00
00036657	JOHN S. DUNN AGENCY	LEININGER BOND 1/1/22-12/31/23	MS 12,000 BTU AIR CONDITION	1,381.60
00036599	JOHNSTONE SUPPLY	MOTEOR HS LOCKED DOOM	VENT AIR 2	836.41
00036658	JOHNSTONE SUPPLY	MOTOR HS LOCKER ROOM	HOBART GAUGE	451.51
00036718	JOHNSTONE SUPPLY		HUBARI GAUGE	84.00
00036600	JOSHUA JONES	09/28 JV/V VB		210.46
00036769	JW PEPPER	PATTERSON BAND		57.00
00036660	LEO KELLY	10/09 JV FB	WEEK ENDING 09/19/21	25,571.00
00036602	KELLY SERVICES, INC.	WEEK ENDING 09/20/21	WEEK ENDING 10/03/21	30,077.88
00036719	KELLY SERVICES, INC.		WEEK ENDING 10/03/21	90.00
00036750	WILLIAM KERR	10/04 MS B&G SOCCER	mi 52 DECNI CCU CNEETV 1c+Docnord	570.00
00036603	KEYSTONE SIGNS		TL 53-DECAL SCH SAFETY 1stRespond.	90.00
00036714	HELENA KISSICK	10/04 MS B&G SOCCER		66.00
00036765	HELENA KISSICK	10/19 V GIRLS SOCCER		00.00

^{*} Denotes Non-Negotiable Transaction

P - Prenote

d - Direct Deposit

C - Credit Card Payment

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Check #	Vendor Name	Description Of Purchase	Description Of Purchase	Check Amount
00036598	JOE KITTNER	REIMB TECH ED SUPPLIES		276.33
00036766	JOE KITTNER	REIMB TECH ED SUPPLIES		167.48
00036604	KURTZ BROS	JP GENERAL SUPPLIES		13,900.16
00036701	DEAN LAURIA	10/15 V FB		78.00
00036702	DENNIS LAURIA	10/15 V FB		78.00
00036627	TIMOTHY S. LEVINGER	09/29 MS B&G SOCCER		90.00
00036743	TIMOTHY S. LEVINGER	10/12 V GIRLS SOCCER		66.00
00036746	WENDY LEWIS	REIMB PYWARE/3D CLOUD SVC		624.00
00036652	DWIGHT LINDSEY II	10/09 JV FB		57.00
00036626	TIM LINKENHEIMER	10/01 V FB		78.00
00036647	CORELOGIC TAX SERVICE	(5) PARCELS DOUBLE PAYMENT		3,478.68
00036721	LOWE'S BUSINESS ACCOUNT	MUMS FOR HS CAMPUS		188.71
00036661	MAC ATHLETIC DIRECTORS	21-22 MAC AD DUES CERCONE		100.00
0000002	ASSOCIATION			
00036683	BARB MAGNOTTA	10/14 HS HEARING SCREENINGS		60.50
00036683	MAIELLO, BRUNGO & MAIELLO,		OCT RETAINER	6,619.24
00030722	· ·	SELI TROP BYCO		,
00000000	LLP	10/05 TU/U DOVE COCCED		104.00
00036656	JOHN MARCOLINI	10/05 JV/V BOYS SOCCER		2,951.00
00036662	MCCREARY LAWNCARE &	SEPT SVCS		2,331.00
	LANDSCAPE			70 00
00036590	DAVID MCHENRY	10/01 V FB		78.00
00036771	MARTIN MCSORLEY	10/21 MS GIRLS BB		68.00
00036773	MEDCO SUPPLY COMPANY		TERRY CLOTH TOWELS	819.82
00036608	PATRICIA MILLER	09/29 MS B&G SOCCER		90.00
00036777	PATRICIA MILLER	10/19 V GIRLS SOCCER		66.00
00036610	PETER MOLINARO	09/27 JV/V BOYS SOCCER		104.00
00036723	MARIANNE NEVILLE		10/19 MS NURSE 6th GRADE	410.00
00036713	HANH N NGUYEN	10/13 TRANSLATE IEP JUSTIN VO.		80.00
00036664	NATIONAL SCHOOL BOARDS	2022 NAT'L CONNECTION FEES		2,675.00
	ASSOCIATION			
00036659	KELLY OLENIC	REIMB OREOS FOR SCIENCE LAB		29.36
00036607	OPEN SYSTEMS PITTSBURGH	SVC CALL TL AV SYSTEM		242.50
00036726	OTICON, INC	WIRELESS MICROPHONE/BATTERY SS		574.99
00036666	PAGE, INC	MARY GOSS 2-DAY GIFTED CONF		388.59
00036667	PALOS SPORTS / SCHOOL HEALTH	HUNTER PHYS ED TRUMAT	HUNTER PHYS ED GOLF MAT/BALLS	930.37
00036609	PERRY PANDER	10/01 JV/V BOYS SOCCER		104.00
00036623	RYAN PARKER	09/27 V BOYS SOCCER		66.00
00036675	RYAN PARKER	10/06 V GIRLS SOCCER		66.00
00036738	RYAN PARKER	10/13 JV/V BOYS SOCCER		104.00
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^{*} Denotes Non-Negotiable Transaction

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Check #	Vendor Name	Description Of Purchase	Description Of Purchase	Check Amount
00036668	PENNSYLVANIA ASSOC OF SCHOOL	21-22 PASA DUES NICK PERRY		1,225.00
	ADMINISTRATORS			
00036727	PA TURNPIKE TOLL BY PLATE	09/27 TOLL 376-EAST 30		5.80
00036665	NCS PEARSON	BARCLAY DIG SCORING 3 YRS		155.00
00036725	NCS PEARSON	E.KING SPEECH FORMS		105.00
00036728	PEOPLES GAS	SEPT TL	SEPT HS	1,472.01
00036669	PETROLEUM TRADERS	6982 GALS GASOLINE RHODES		13,945.85
	CORPORATION			
00036729	PETROLEUM TRADERS	800 GALS GASOLINE RHODES		1,430.72
	CORPORATION		A1 AA BEE DEG TAID GUDTAHTUI	600 00
00036612	PITTSBURGH EDUCATION	21-22 FED PRG ACAD CARLA	21-22 FED PRG ACAD CHRISTINA	600.00
00026670	CONSULTING, LLC	010 DIGC ENII CDODEC TEAMS		135.00
00036670	PHOTOGRAPHY BY JAMES	8x10 PICS FALL SPORTS TEAMS		15.00
00036778	PHOTOGRAPHY BY JAMES	5x7 FROM 20-21 AWARDS ASSM		93.09
00036611	PITNEY BOWES	HONORS CHORUS 10/28-30		220.00
00036730	PMEA DISTRICT 5 TREASURER	OCT FEE		90.00
00036613 00036614	PMF RENTALS PREVENTION NETWORK	CLASS ACAD SEPT KZ		2,700.00
00036680	AARON PRITCHARD	10/13 JV/V VB		84.00
00036671	PURCHASE POWER	09/12-10/11 RENTAL-9/27 REFILL		2,035.00
0003671	QUALITY AUTO PARTS		HS FUEL FILTER/ADAPTER	244.89
00036731	QUESTEQ	OCT ETM		22,750.92
00036618	RACHEL SATTLER	09/28 JV/V VB		84.00
00036734	RACHEL SATTLER	10/13 JV/V VB		84.00
00036734	WILLIAM REED	10/01 JV/V BOYS SOCCER		104.00
00036751	WILLIAM REED	10/15 V FB		78.00
00036605	MARTHA RENNER	9/29.10/1-4-6 SUB JOANNE 30HRS		300.00
00036672	RIDDELL/ALL AMERICAN SPORTS	HELMETS/PAD MS FB PROGRAM		5,009.43
0000012	CORP.	\$1.505.001		
00036617	R.J. RHODES TRANSIT	SEPT REG CONTRACT SVC	SEPT S/E CONTRACT SVC	172,141.74
00036673	ROBINSON PIPE CLEANING CO.	LABOR CLEAN TL SEWERS		5,069.23
00036781	RON SCHAD	10/21 MS FB	10/23 JV FB	114.00
00036736	RON'S WELDING SERVICE	REPAIRS J.DEERE SNOW PLOW		2,165.00
00036663	MEGAN ROPERTI	LIBRARY/ESL TRAVEL AUG-SEPT		52.64
00036782	ROSEMARIE MOSKAL	10/12-10/13 KONDICK SUB TL		80.00
00036653	EDWARD RUSSMAN	10/06 V GIRLS SOCCER		66.00
00036706	EDWARD RUSSMAN	10/13 V BOYS SOCCER		66.00
00036622	RYAN BEEGLE	09/30 MS FB		57.00
00036737	RYAN BEEGLE	10/14 MS FB		57.00

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Check #	Vendor Name	Description Of Purchase	Description Of Purchase	Check Amount
00036783	S.A COMUNALE COMPANY, INC.	SVC CALL FIRE PUMP PANEL		684.00
00036691	CHRISTOPHER SARICH	10/15 V FB		78.00
00036637	BIG TEAMS LLC/SCHEDULE STAR	SCHED STAR/PHYS SOFTWARE		1,000.00
	LLC			
00036624	SCHOOL HEALTH ALERT	MJ WOOD NURSE DIGEST		27.00
00036739	SCHOLASTIC, INC.	DIGIT JR/SCOPE/STORYWALK MS	DIGIT SCHOLASTIC NEWS GR 3-6	9,992.20
00036784	SCHOOL SPECIALTY LLC	SPIN BOARD FOR OCC THERAPY		111.99
00036606	MARY SCIARETTA	21-22 ALLOWANCE		64.99
00036740	SCOTT ELECTRIC	HPS BALLAST	LED STRIP FIXTURE	612.27
00036785	SV ACADEMY OF CHOICE	21-22 CYBER CONTRACT FALL		48,120.00
00036724	MIKE SHAWGO	10/13 JV/V BOYS SOCCER		104.00
00036776	MIKE SHAWGO	10/19 V GIRLS SOCCER		66.00
00036720	KEVIN SIEGWARTH	21-22 ALLOWANCE		80.00
00036717	JOHNSON CONTROLS FIRE	CG FIRE ALARM CONTRACT 21-22	TL FIRE ALARM CONTRACT 21-22	1,371.06
	PROTECTION LP			
00036625	STAPLES CREDIT PLAN	BO TONER CARTRIDGES	SUPT FILE JACKETS/BINDERS	836.58
00036592	ERIC SUSICH	09/30 MS FB		57.00
00036707	ERIC SUSICH	10/14 MS FB		57.00
00036786	TEACHER'S DISCOVERY	WORLD LANG POSTERS/DVDS/BKS		382.02
00036742	THE EDUCATION CENTER AT THE	SEPT ED/SPEECH CB	SEPT SPEECH CB - CCS	1,667.74
	WATSON INSTITUTE			
00036678	THREADZ & INK	LONG TEES FB GAME WORKERS		162.00
00036679	TK ELEVATOR		OCT-DEC MS	1,317.08
00036628	TREND SERVICES, INC.		SEPT MISC SVC/PAYROLL COORD	4,405.50
00036744	TRI-DIM FILTER CORPORATION	COVID TRI-PLEAT ULTRA FILTERS		103.83
00036787	TRI-STATE WATERS	ADMIN	CG NURSE	113.00
00036619	RICH TURIAN	REPL VALVE/GOOSENECK SPOUT	LAV FAUCET CERAMIC DISC	649.75
00036601	JULIAN UNDERWOOD	10/01 V FB		78.00
00036767	JULIAN UNDERWOOD	10/23 JV FB		57.00
00036788	UNIFIRST CORPORATION	UNIFORMS		4,180.72
00036629	VERIZON	09/25-10/24 MS		41.84
00036789	VERIZON	10/16-11/15 HS		670.19
00036745	VERIZON WIRELESS	EQUIP CHARGES FERAGOTTI	08/23-09/22 CELLS	2,474.99
00036630	VISION BENEFITS OF AMERICA	OCT VISION		2,481.90
00036580	CHRIS WALKER	10/01 JV/V BOYS SOCCER	09/28 V GIRLS SOCCER	236.00
00036643	CHRIS WALKER	10/05 V BOYS SOCCER (1-game)		66.00
00036768	JULIE WALLACE	10/18 V GIRLS VB		84.00
00036576	CAPITAL ONE	PRESSBOX FOOD 09/03 FB GAME		98.42
00036631	WASTE MANAGEMENT	OCT HS	OCT MS	5,178.48

^{*} Denotes Non-Negotiable Transaction

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Check #	Vendor Name	Description Of Purchase	Description Of Purchase	Check Amount
00036733 00036687 00036748	RACHAEL WATTS CARDMEMBER SERVICE WESTERN PA SCHOOL FOR BLIND	REIMB PSCA DUES FOR 21-22LG ULTRAFINE WHITE MONITORSEPT VISION SVCS	MARIANO LITERATURE BOOKS	189.00 666.39 2,989.00
00036747 00036749 00036752	CHILDREN WEST MUSIC WEX BANK WILMINGTON TRUST FEE	GAMEPLAN MUSIC GR 1 & 2		245.00 1,351.79 780.00
00036570 00036588 00036650 00036579 00036642 00036699 00036780	COLLECTIONS ARTHUR WOODS DAVID A. WYTIAZ II DAVID A. WYTIAZ II CHAD YOPP CHAD YOPP DANIEL YOST RICHARD ZIHMER	09/30 V GIRLS SOCCER 09/27 JV/V BOYS SOCCER 10/05 JV/V BOYS SOCCER 09/28 V GIRLS SOCCER 10/06 V GIRLS SOCCER 10/12 V GIRLS SOCCER PAINTED CG PARKING LOTS		66.00 236.00 104.00 66.00 66.00 2,550.00
		10-GENERAL FUND	1,286,876.47	2
		Grand Total Manual Che Grand Total Regular Ch Grand Total Direct Dep Grand Total Credit Car Grand Total All Checks	ecks: 1,286,876.47 osits: 0.00 d Payments: 0.00	

^{*} Denotes Non-Negotiable Transaction

P - Prenote

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ATTACHMENT C

Check #	Vendor Name	Description Of Purchase	Description Of Purchase	Check Amount
00001743	CM REGENT, LLC	OCT LIFE		8.25
00001751	BEVERLY CRISMAN	21-22 ALLOWANCE		80.00
00001744	CROWN BENEFITS	OCT MEDICAL		5,824.00
	ADMINISTRATION			
00001746	GUARDIAN	OCT DENTAL		205.47
00001752	DANA HARDEK	LUNCH REFUND RYAN		121.65
00001745	DANA MACHAK	21-22 ALLOWANCE		80.00
00001749	NUTRITION, INC.	09/18-09/24 FOOD SERVICE	09/11-09/17 FOOD SERVICE	
00001753	SUSAN REINSTADTLER	21-22 ALLOWANCE		80.00
00001750	STATE INDUSTRIAL PRODUCTS	OCT DRAIN MAINT HS	OCT DRAIN MAINT TL	
00001747	VISION BENEFITS OF AMERICA	OCT VISION		36.90
00001748	CARDMEMBER SERVICE	TONER CARTRIDGES/LABELS	VARIOUS CAFETERIA SUPPLIES	635.78
		51-FOOD SERVICE/CAFETE	RIA 73,577.70	1
		Grand Total Manual Che	cks : 0.00	1
		Grand Total Regular Ch		1
		-		
		Grand Total Direct Dep		
		Grand Total Credit Car		
		Grand Total All Checks	: 73,577.70	

^{*} Denotes Non-Negotiable Transaction

P - Prenote

d - Direct Deposit



1883 Jury Road Pen Argyl, PA 18072 610-588-0965, extension 2394

ACT 32 Earned Income Tax Monthly Report Central Valley SD - 00 04 190 000 Month/Year: October, 2021

ATTACHMENT D

Schedule A: Earned Income Tax (EIT) Collections, Receipts, and Distributions for PSD

Collections and Receipts:	Monthy Total
Collections:	
Resident EIT from Employers/Taxpayers within the TCD Resident EIT from other TCDs Non-Resident EIT for Political Subdivisions within TCD Delinquent Earned Income Taxes Collected	40,180.86 29,598.33 0.00 <u>6,219.63</u>
Total Collections	75,998.82
Receipts:	
Investment Income Cost Collected by Tax Officer	0.00 232.75
Total Receipts	232.75
Total Collections and Receipts	76,231.57
Distributions and Disbursements:	
Distributions:	2
Distributions to PSD	74,280.80
Total Distributions	74,280.80
Disbursements:	
Taxpayer Refunds Tax Officer Commissions on Collections Investment Income Retained by Tax Officer Postage Fees Cost Retained by Tax Officer	601.14 1,072.26 0.00 44.62 232.75
Total Disbursements	1,950.77
Total Distributions and Disbursements	76,231.57



ATTACHMENT E

Book

Policy Manual

Section

100 Programs

Title

Discipline of Students With Disabilities

Code

113.1 Vol VI 2020

Status

Review

Last Revised

July 20, 2011

Purpose

The district shall develop and implement Positive Behavior Support Plans and programs for students with disabilities who require specific interventions to address behaviors that interfere with learning.[1][2][3]

Students with disabilities who violate the Code of Student Conduct, or engage in inappropriate behavior, disruptive or prohibited activities and/or actions injurious to themselves or others, which would typically result in corrective action or discipline of students without disabilities, shall be disciplined in accordance with state and federal laws and regulations and Board policy and, if applicable, their Individualized Education Program (IEP) and **Positive** Behavior Support Plan.[1][4][5][6][7][8]

Definitions

Students with disabilities - school-aged children within the jurisdiction of the district who have been evaluated and found to have one or more disabilities as defined by law, and who require, because of such disabilities, special education and related services.[2]

Suspensions from school - disciplinary exclusions from school for a period of one (1) to ten (10) consecutive school days.[7][9]

Expulsions from school - disciplinary exclusions from school by the Board for a period exceeding ten (10) consecutive school days and may include permanent exclusion from school.[7][9]

Interim alternative educational settings - removal of a student with a disability from **the student's** current placement. Interim alternative educational settings may be used by school personnel for up to forty-five (45) school days for certain infractions committed by students with disabilities. The IEP team shall determine the interim alternative educational setting; however, this does not constitute a change in placement for a student with a disability. [5][10]

Authority

The Board directs that the district shall comply with provisions and procedural safeguards of the Individuals With Disabilities Education Act (IDEA) and federal and state regulations when disciplining students with disabilities for violations of Board policy or district rules or regulations. No student with a disability shall be subjected to a disciplinary change in placement if the student's particular misconduct is a manifestation of **the student's** disability. However, under certain circumstances a student with a disability may be placed in an interim alternative educational setting by school personnel or the IEP team could, if appropriate, change the student's educational placement to one which is more restrictive than the placement where the misconduct occurred. [4][5][10]

Provision of Education During Disciplinary Exclusions

During any period of expulsion, or suspension from school for more than ten (10) cumulative days in a year, or placement in an interim alternative educational setting for disciplinary reasons, a student with a disability shall continue to receive a free and appropriate **public** education (**FAPE**), in accordance with law. [5][9][11]

Suspension From School

A student with a disability may be suspended for ten (10) consecutive and fifteen (15) cumulative days of school per school year, for the same reasons and duration as a student without a disability. Such suspension shall not constitute a change in the student's educational placement. [4][5][9][10][12]

Changes in Educational Placement/Manifestation Determinations

For disciplinary exclusions which constitute a change in educational placement, the district shall first determine whether the student's behavior is a manifestation of **the student's** disability. Expulsion, or exclusion from school for more than fifteen (15) cumulative days in a year, or patterns of suspensions for substantially identical behaviors, constitute changes in educational placements requiring a manifestation determination. For students with intellectual disability, any disciplinary suspension or expulsion is a change in educational placement. [4][5]

A student with a disability whose behavior is not a manifestation of **the student's** disability may be disciplined in accordance with Board policy, district rules and regulations in the same manner and to the same extent as students without disabilities. [4][5][6][7]

<u>Parent/Guardian Appeals From Disciplinary Actions/Request for Hearing by District for Students Who Are a Danger to Themselves or Others</u>

A due process hearing may be requested by a parent/guardian of a student with a disability who disagrees with a disciplinary placement or manifestation determination, or by the district if the district believes that the current placement is substantially likely to result in injury to the student or others. On parent/guardian appeal, or when the district requests a due process hearing, the hearing officer may return the student to the placement from which **the student** was removed or order **the student's** removal to an appropriate interim alternative educational setting for up to forty-five (45) school days if the hearing officer determines that maintaining **the student's** current placement is substantially likely to result in an injury to the student or others.[10][13]

Placement during appeals of disciplinary actions shall be in the interim alternative educational setting pending the decision of the hearing officer or expiration of the time period set for the disciplinary exclusion from the student's regular placement unless the district and the parent/guardian agree otherwise. [10][14]

Students Not Identified as Disabled/Pending Evaluation

Students who have not been identified as disabled may be subject to the same disciplinary measures applied to students without disabilities if the district did not have knowledge of the disability. If a request for evaluation is made during the period the student is subject to disciplinary measures, the evaluation shall be expedited. [10][15]

Administrative Removal to Interim Alternative Educational Setting for Certain Infractions

School personnel may remove a student with a disability, including intellectual disability, to an interim alternative educational setting for not more than forty-five (45) school days without regard to whether the behavior is determined to be a manifestation of the student's disability if the student: [5][10]

1. Carries a weapon to or possesses a weapon at school, on school property, or at school functions under the jurisdiction of the district. For purposes of this provision, **weapon** is defined as a

weapon, device, instrument, material, or substance, animate or inanimate, that is used for, or is readily capable of, causing death or serious bodily injury, except that such term does not include a pocket knife with a blade of less than two and one-half (2 $\frac{1}{2}$) inches in length. [5][10][16][17]

- 2. Knowingly possesses or uses illegal drugs, as defined by law, or sells or solicits the sale of a controlled substance, as defined by law, while at school, on school property, or at school functions under the jurisdiction of the district.[5][10][18][19]
- 3. Has inflicted serious bodily injury upon another person while at school, on school property, or at school functions under the jurisdiction of the district. For purposes of this provision, **serious bodily injury** means bodily injury which involves a substantial risk of death, extreme physical pain, protracted and obvious disfigurement, or protracted loss or impairment of the function of a bodily member, organ or mental faculty.[5][10][20]

Referral to Law Enforcement and Reporting Requirements

For reporting purposes, the term **incident** shall mean an instance involving an act of violence; the possession of a weapon; the possession, use, or sale of a controlled substance or drug paraphernalia as defined in the Pennsylvania Controlled Substance, Drug, Device and Cosmetic Act; the possession, use, or sale of alcohol or tobacco; or conduct that constitutes an offense listed under the Safe Schools Act. [21][22][23]

The Superintendent or designee shall immediately report required incidents and may report discretionary incidents committed on school property, at any school-sponsored activity or on a conveyance providing transportation to or from a school or school-sponsored activity by a student with a disability, including a student for whom an evaluation is pending, to the local police department that has jurisdiction over the school's property, in accordance with state and federal laws and regulations, the procedures set forth in the memorandum of understanding with local law enforcement and Board policies. The Superintendent or designee shall respond to such incidents in accordance with the district's Special Education Plan and, if applicable, the procedures, methods and techniques defined in the student's **Positive** Behavior Support Plan.[1][2][3][6][10][17][19][22][24][25][26][27][28][29][30][31][32][33][34][35]

For a student with a disability who does not have a **Positive** Behavior Support Plan, subsequent to notification to law enforcement, the district shall convene the student's IEP team to consider whether a **Positive** Behavior Support Plan should be developed to address the student's behavior, in accordance with law, regulations and Board policies.[1][3][27][32]

When reporting an incident committed by a student with a disability to the appropriate authorities, the district shall provide the information required by state and federal laws and regulations and shall ensure that copies of the special education and disciplinary records of the student are transmitted for consideration by these authorities. The district shall **ensure compliance with the** Family Educational Rights and Privacy Act **when transmitting copies of the student's special education and disciplinary records.**[10][22][25][26][27][30][35][36][37][38][39]

In accordance with state law, the Superintendent shall annually, by July 31, report to the Office for Safe Schools on the required form all new incidents committed by students with disabilities, including students for whom an evaluation is pending, which occurred on school property, at any school-sponsored activity or on a conveyance providing transportation to or from a school or school-sponsored activity.[21][35]

PSBA Revised 9/20 © 2020 PSBA

Legal

1. 22 PA Code 14.133

2. Pol. 113

3. Pol. 113.2

- 4. 22 PA Code 14.143
- 5. 34 CFR 300.530
- 6. Pol. 218
- 7. Pol. 233
- 8. Pol. 832
- 9. 22 PA Code 12.6
- 10. 20 U.S.C. 1415
- 11. 20 U.S.C. 1412
- 12. 34 CFR 300.536
- 13. 34 CFR 300.532
- 14. 34 CFR 300.533
- 15. 34 CFR 300.534
- 16. 18 U.S.C. 930
- 17. Pol. 218.1
- 18. 21 U.S.C. 812
- 19. Pol. 227
- 20. 18 U.S.C. 1365
- 21. 24 P.S. 1303-A
- 22. 22 PA Code 10.2
- 23. 35 P.S. 780-102
- 24. 24 P.S. 1302.1-A
- 25. 22 PA Code 10.21
- 26. 22 PA Code 10.22
- 27. 22 PA Code 10.23
- 28. 22 PA Code 10.25
- 29. 22 PA Code 14.104
- 30. 34 CFR 300.535
- 31. Pol. 103.1
- 32. Pol. 113.3
- 33. Pol. 218.2
- 34. Pol. 222
- 35. Pol. 805.1
- 36. 20 U.S.C. 1232g
- 37. 34 CFR Part 99
- 38. Pol. 113.4
- 39. Pol. 216
- 24 P.S. 510
- 20 U.S.C. 1400 et seq
- 34 CFR Part 300



Book Policy Manual

Section 100 Programs

Title Behavior Support

Code 113.2 Vol VI 2020

Status Review

Last Revised July 20, 2011

Purpose

Students with disabilities shall be educated in the least restrictive environment (LRE) in accordance with their Individualized Education Program (IEP), and shall only be placed in settings other than the regular education class when the nature or severity of the student's disability is such that education in the regular education class with the use of appropriate supplementary aids and services cannot be achieved satisfactorily and cannot meet the needs of the student. The IEP team for a student with a disability shall develop a Positive Behavior Support Plan if the student requires specific intervention to address behavior that interferes with learning. The identification, evaluation, and plan or program shall be conducted and implemented in accordance with state and federal laws and regulations.[1][2][3][4]

Authority

The Board directs that the district's behavior support programs shall be based on positive rather than negative behavior techniques to ensure that students shall be free from demeaning treatment and unreasonable use of restraints or other aversive techniques. The use of restraints shall be considered a measure of last resort and shall only be used after other less restrictive measures, including deescalation techniques. Behavior support programs and plans shall be based on a functional **behavioral assessment** and shall include a variety of research-based techniques to develop and maintain skills that will enhance students' opportunity for learning and self-fulfillment. [1][3][5][6][7][8][9][10][11]

Definitions

The following terms shall have these meanings, unless the context clearly indicates otherwise. [1]

Aversive techniques - deliberate activities designed to establish a negative association with a specific behavior.

Behavior support - development, change and maintenance of selected behaviors through the systematic application of behavior change techniques.

Positive Behavior Support Plan or Behavior Intervention Plan - plan for students with disabilities who require specific intervention to address behavior that interferes with learning. A Positive Behavior Support Plan shall be developed by the IEP team, be based on a functional behavioral assessment, and become part of the individual student's IEP. These plans must include methods that use positive reinforcements, other positive techniques and related services required to assist a student with a disability to benefit from special education.

Positive techniques - methods that utilize positive reinforcement to shape a student's behavior, ranging from the use of positive verbal statements as a reward for good behaviors to specific tangible rewards.

Restraints - application of physical force, with or without the use of any device, designed to restrain free movement of a student's body, excluding the following:

- 1. Briefly holding a student, without force, to calm or comfort the student.
- 2. Guiding a student to an appropriate activity.
- 3. Holding a student's hand to escort **the student** safely from one area to another.
- 4. Hand-over-hand assistance with feeding or task completion.
- 5. Techniques prescribed by a qualified medical professional for reasons of safety or for therapeutic or medical treatment, as agreed to by the student's parents/guardians and specified in the IEP.
- 6. Mechanical restraints governed by this policy, such as devices used for physical or occupational therapy, seatbelts in wheelchairs or on toilets used for balance and safety, safety harnesses in buses, and functional positioning devices.

Seclusion - confinement of a student in a room, with or without staff supervision **in the same room at all times**, in order to provide a safe environment to allow the student to regain self-control.

Students with disabilities - school-aged children within the jurisdiction of the district who have been evaluated and found to have one or more disabilities as defined by law, and who require, because of such disabilities, special education and related services.[9]

Delegation of Responsibility

The Superintendent or designee shall ensure that this Board policy is implemented in accordance with federal and state laws and regulations.

The Superintendent or designee shall develop administrative regulations to implement this policy.

The Superintendent or designee shall provide regular training and retraining of staff in the use of specific procedures, methods and techniques, including **de-escalation techniques**, **emergency responses**, restraints and seclusions, that will be used to implement positive behavior supports or interventions in accordance with students' IEPs, **Positive Behavior Support Plans** and Board policy.[1]

The Superintendent or designee shall maintain and report data on the use of restraints, as required. Such report shall be readily available for review during the state's cyclical compliance monitoring. Procedures shall be established requiring reports **to** be made to the district by entities educating students with disabilities who attend programs or classes outside the district, including private schools, agencies, intermediate units and **career and technical** schools.[1]

Guidelines

Development of a separate **Positive** Behavior Support Plan is not required when appropriate positive behavioral interventions, strategies and supports can be incorporated into a student's IEP.[1][5]

When an intervention is necessary to address problem behavior, the **positive techniques and** types of intervention chosen for a student shall be the least intrusive necessary.

Physical Restraints

Restraints to control acute or episodic aggressive behavior may be used only when the student is acting in a manner that presents a clear and present danger to the student, other students or employees, and only when less restrictive measures and techniques have proven to be or are less effective. [1]

The Director of Special Education or designee shall notify the parent/guardian as soon as practicable of the use of restraints to control the aggressive behavior of the student and shall convene a meeting of the IEP team within ten (10) school days of the use of restraints, unless the parent/guardian, after written notice, agrees in writing to waive the meeting. At this meeting, the IEP team shall consider whether the student needs a functional behavioral assessment, re-evaluation, a new or revised Positive Behavior Support Plan, or a change of placement to address the inappropriate behavior.[1]

The use of restraints shall not be included in the IEP for the convenience of staff, as a substitute for an educational program, or employed as punishment. Restraints may be included in an IEP **with parental consent** only if: [1]

- 1. The restraint is used with specific component elements of a Positive Behavior Support Plan.
- 2. The restraint is used in conjunction with teaching socially appropriate alternative skills or behaviors.
- 3. Staff are authorized to use the restraint and have received appropriate training.
- 4. **Positive** Behavior Support Plan includes efforts to eliminate the use of restraints.

Mechanical Restraints

Mechanical restraints, which are used to control involuntary movement or lack of muscular control of **a student** when due to organic causes or conditions, may be employed only when specified by an IEP and as determined by a medical professional qualified to make the determination, and as agreed to by the student's parents/guardians.[1]

Mechanical restraints shall prevent a student from injuring **the student** or others, or promote normative body positioning and physical functioning.

Seclusion

The district permits involuntary seclusion of a student for a limited period of time in accordance with the student's IEP or in an emergency to prevent immediate or imminent injury to the student or others, but the seclusion must be the least restrictive alternative. District staff shall provide continuous supervision of students in seclusion, which need not always involve presence of staff within the same room.

The district prohibits the seclusion of students in locked rooms, locked boxes and other structures or spaces from which the student cannot readily exit. [1]

Aversive Techniques

The following aversive techniques of handling behavior are considered inappropriate and shall not be used in educational programs: [1]

- 1. Corporal punishment.
- 2. Punishment for a manifestation of a student's disability.
- 3. Locked rooms, locked boxes, other locked structures or spaces from which the student cannot readily exit.
- 4. Noxious substances.
- 5. Deprivation of basic human rights, such as withholding meals, water or fresh air.
- 6. Suspensions constituting a pattern as defined in state regulations.[12]

- 7. Treatment of a demeaning nature.
- 8. Electric shock.
- 9. Methods implemented by untrained personnel.
- 10. Prone restraints, which are restraints by which a student is held face down on the floor.

Referral to Law Enforcement

The Superintendent or designee shall immediately report required incidents and may report discretionary incidents committed on school property, at any school-sponsored activity or on a conveyance providing transportation to or from a school or school-sponsored activity by a student with a disability, including a student for whom an evaluation is pending, to the local police department that has jurisdiction over the school's property, in accordance with state and federal laws and regulations, the procedures set forth in the memorandum of understanding with local law enforcement and Board policies. The Superintendent or designee shall respond to such incidents in accordance with the district's Special Education Plan and, if applicable, the procedures, methods and techniques defined in the student's **Positive** Behavior Support Plan.[1][6][9][10][13][14][15][16][17][18][19][20][21][22][23][24][25][26][27]

For a student with a disability who has a Positive Behavior Support Plan at the time of referral, subsequent to notification to law enforcement, the district shall convene the student's IEP team and an updated functional behavioral assessment and Positive Behavior Support Plan shall be required. [1][11][17]

If, as a result of such referral, the student is detained or otherwise placed in a residential setting located outside the district, the Director of Special Education or designee shall ensure that the responsible school district or intermediate unit is informed of the need to update the student's functional behavioral assessment and **Positive** Behavior Support Plan. [1]

For a student with a disability who does <u>not</u> have a **Positive** Behavior Support Plan, subsequent to notification to law enforcement, the district shall convene the student's IEP team to consider whether a **Positive** Behavior Support Plan should be developed to address the student's behavior, in accordance with law, regulations and Board policy.[1][17]

Relations With Law Enforcement

The district shall provide a copy of its administrative regulations and procedures for behavior support, developed in accordance with the Special Education Plan, to each local police department that has jurisdiction over school property. Updated copies shall be provided each time the administrative regulations and procedures for behavior support are revised by the district.[9][17][19][27]

The district shall invite representatives of each local police department that has jurisdiction over school property to participate in district training on the use of positive behavior supports, de-escalation techniques and appropriate responses to student behavior that may require intervention, as included in the district's Special Education Plan and positive behavior support program. [1][9][17][19][27]

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- 1. 22 PA Code 14.133
- 2. 22 PA Code 14.145
- 3. 20 U.S.C. 1414
- 4. 34 CFR 300.114
- 5. 34 CFR 300.324
- 6. 20 U.S.C. 1415
- 7. 34 CFR 300.34
- 8. 34 CFR 300.530
- 9. Pol. 113
- 10. Pol. 113.1
- 11. Pol. 113.3
- 12. 22 PA Code 14.143
- 13. 24 P.S. 1302.1-A
- 14. 22 PA Code 10.2
- 15. 22 PA Code 10.21
- 16. 22 PA Code 10.22
- 17. 22 PA Code 10.23
- 18. 22 PA Code 10.25
- 19. 22 PA Code 14.104
- 20. 34 CFR 300.535
- 21. Pol. 103.1
- 22. Pol. 218
- 23. Pol. 218.1
- 24. Pol. 218.2
- 25. Pol. 222
- 26. Pol. 227
- 27. Pol. 805.1
- 24 P.S. 1303-A
- 20 U.S.C. 1400 et seq
- 34 CFR Part 300

Pennsylvania Training and Technical Assistance Network, Question and Answer Compendium, January 2020



Book Policy Manual

Section 100 Programs

Title Confidentiality of Special Education Student Information

Code 113.4 Vol VI 2020

Status Review

Authority

The Board recognizes the need to protect the confidentiality of personally identifiable information in the education records of students with disabilities.[1][2]

The district shall maintain a system of safeguards to protect the confidentiality of students' educational records and personally identifiable information when collecting, retaining, disclosing and destroying student special education records, in accordance with Board policy, state requirements, and federal and state law and regulations.[2][3]

The rights provided by this policy apply to parents/guardians of students who receive special education programming and services from the district or an outside program provided through the district. [4][5]

Definitions

Destruction shall mean the physical destruction or removal of personal identifiers from information so that the information is no longer personally identifiable.[6]

Disclosure shall mean to permit access to or the release, transfer, or other communication of personally identifiable information contained in education records by any means, including oral, written, or electronic means, to any party except the party identified as the party that provided or created the record. [7]

Education records, for purposes of this policy, shall include the records and information covered under the definition of education records in the Family Educational Rights and Privacy Act (FERPA) and its implementing regulations.[2][7][8]

Personally identifiable information includes, but is not limited to: $[\underline{7}][\underline{9}]$

- 1. The name of a student, the student's parents/guardians or other family members.
- 2. The address of the student or student's family.
- 3. A personal identifier, such as the student's social security number, student number, or biometric record.
- 4. Other indirect identifiers, such as the student's date of birth, place of birth, and mother's maiden name.
- 5. Other information that, alone or in combination, is linked or linkable to a specific student that would allow a reasonable person in the school community, who does not have personal knowledge

of the relevant circumstances, to identify the student with reasonable certainty.

6. Information requested by a person who the district reasonably believes knows the identity of the student to whom the education record relates.

Guidelines

Parental Access Rights

The district shall permit parents/guardians to inspect and review any education records relating to their child(ren) that are collected, retained, or used by the district in connection with providing special education services to the student. [10][11]

The district shall comply with a parental request to inspect and review education records without unnecessary delay and before any meeting regarding an Individualized Education Program (IEP); any impartial due process hearing relating to the identification, evaluation, educational placement, or the provision of a free and appropriate public education (FAPE) to a student; a hearing related to the discipline of the student; and a resolution meeting.

The district shall presume a parent/guardian has authority to inspect and review records relating to **their** child unless it has been provided documentation that the requesting parent/guardian does not have this authority under applicable state law.[10][12]

The district shall comply with a parental request for review within forty-five (45) days following receipt of the request. [10][11]

A parent's/quardian's right to inspect and review education records includes the right to:

- 1. A response from the district to reasonable requests for explanations and interpretations of the records;
- 2. Request that the district provide copies of the records if failure to provide copies would effectively prevent the parent/guardian from exercising the right to inspect and review the records; and
- 3. Have a representative inspect and review the records.

If an education record includes information on more than one (1) student, the parents/guardians shall have access only to the information relating to their child or shall be informed of the information in the record. [13][14]

The district shall provide parents/guardians, upon request, a list of the types and locations of education records collected, maintained, or used by the district.[15]

<u>Fees</u>

The district may charge a fee for copies of records that are made for parents/guardians so long as the fee does not effectively prevent parents/guardians from exercising their right to inspect and review those records.[16][17]

The district shall not charge a fee to search for or to retrieve information in response to a parental request.

Record of Access

The district shall keep a record of parties obtaining access to education records collected, maintained, or used in providing special education **and related services** to students with disabilities, except access by parents/guardians and authorized district employees.[18]

The district's record of access shall include the name of the party, the date access was given, and the purpose for which the party is authorized to use the records.

Amendment of Records Upon Parental Request

If a parent/guardian believes that information in the student's education records is inaccurate, misleading or violates the privacy or other rights of the student, the parent/guardian may request that the district amend the information. [19][20]

The district shall decide whether to amend the information within a reasonable period of time from receipt of the request.

If the district declines to amend the information in accordance with a parental request, the district shall inform the parent/quardian of the refusal and advise the parent/guardian of the right to a hearing.

Records Hearing

The district shall, on request, provide parents/guardians with an opportunity for a hearing to challenge information in the student's education records to ensure that the information is not inaccurate, misleading, or otherwise in violation of the student's privacy or other rights. The district recognizes that parents/guardians who believe that there is a due process violation relating to an alleged violation of confidentiality may also request a special education due process hearing.[21][22][23]

Hearing Procedures

A hearing to challenge information in education records must meet the following requirements: [24][25]

- 1. The district shall hold the hearing within a reasonable time after receiving the request for a hearing.
- 2. The district shall give the parent/guardian reasonable advanced written notice of the date, time, and place of the hearing.
- 3. The hearing may be conducted by any individual, including a district official, who does not have a direct interest in the outcome of the hearing.
- 4. The district shall give the parent/guardian a full and fair opportunity to present relevant evidence. The parent/guardian may, at **their** own expense, be assisted or represented by one (1) or more individuals of **their** choice, including an attorney.
- 5. The district shall inform parents/guardians of its decision in writing within a reasonable period of time after the hearing.
- 6. The decision must be based solely on the evidence presented at the hearing, and must include a summary of the evidence and the reasons for the decision.

Result of Hearing

If, as a result of the hearing, the district decides that the information is inaccurate, misleading, or otherwise in violation of the student's privacy or other rights, the district shall amend the information accordingly and inform the parent/guardian in writing. [23][26]

If, as a result of the hearing, the district decides that the information is not inaccurate, misleading, or otherwise in violation of the student's privacy or other rights, the district shall inform the parent/guardian of the parent's/guardian's right to place in the student's records a statement commenting on the information and/or providing any reasons for disagreeing with the district's decision.

Any explanation placed in the student's records shall be:

1. Maintained by the district as part of the student's records as long as the record or contested portion is maintained by the district; and

2. Included with the record or contested portion if the record or contested portion are disclosed to any party.

Storage, Retention and Destruction of Information

The district shall store all education records and personally identifiable information of students receiving special education services in such a way as to protect the confidentiality and integrity of the records and information, prevent unauthorized access to and disclosure of records and information, and ensure compliance with other legal and regulatory requirements regarding records retention. [27]

The district shall maintain, for public inspection, a current listing of the names and positions of those district employees who have access to personally identifiable information.[27]

In order to comply with state compliance monitoring requirements, the district shall maintain education records for students receiving special education services for at least six (6) years.[2]

The district shall inform parents/guardians when personally identifiable information collected, maintained, or used is no longer needed to provide educational services to the student. After notice, such information shall be destroyed upon parental request. [28]

No education record shall be destroyed if there is an outstanding request to inspect or review the record or if a litigation hold exists. [11]

The district				
{ } shall				
{ } may				

maintain a permanent record of the student's name, address, phone number, grades, attendance record, classes attended, grade level completed, and year completed.[28]

The district shall ensure the destruction of education records in a manner that protects the confidentiality and privacy rights of the student and **the student's** family.[27]

Disclosure to Third Parties

The district shall obtain parental consent before disclosing personally identifiable information to parties other than school district officials with a legitimate educational interest or other educational institutions that provide special education services to the student for the purposes of meeting a requirement of law or regulation unless the information is contained in education records and the disclosure is permitted without parental consent under law and regulations.[2][29][30][31][32][33][34]

Parental consent must be obtained before personally identifiable information is released to officials of participating agencies providing or paying for transition services.[32]

If a student is enrolled, or is going to enroll in a private school that is not located in the district of the parent's/guardian's residence, parental consent must be obtained before any personally identifiable information about the student is released between officials in the district where the private school is located and officials in the district of the parent's/guardian's residence.[32]

Disclosure to Law Enforcement

When reporting an incident committed by a student with a disability to the appropriate authorities, in accordance with applicable law, regulations and Board policy, the district shall provide the information required by state and federal laws and regulations and shall ensure that copies of the special education and disciplinary records of the student are transmitted for consideration by these authorities. The district shall ensure compliance with the Family Educational Rights and Privacy Act when transmitting copies of the student's special education and disciplinary records.[2][8][33][35][36][37][38][39][40][41][42]

Delegation of Responsibility

Ιn	order to	maintain	the cor	nfidentiality	of the educa	itional reco	ords and p	personally	identifiable i	information
of	students	with disa	bilities,	the Board	designates tl	ne				

{	}	Superintendent
{	}	Director of Special Education
{	}	

to coordinate the district's efforts to comply with this policy and applicable laws and regulations.[27]

All district employees collecting or using personally identifiable information shall receive training or instruction regarding Board policy, administrative regulations, and state and federal law and regulations regarding confidentiality of education records and personally identifiable information. [27]

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Legal

- 1. Pol. 113
- 2. Pol. 216
- 3. 34 CFR 300.611-300.627
- 4, 34 CFR 300.520
- 5. 34 CFR 300.625
- 6. 34 CFR 300.611
- 7. 34 CFR 99.3
- 8. 20 U.S.C. 1232g
- 9. 34 CFR 300.32
- 10. 34 CFR 300.613
- 11. 34 CFR 99.10
- 12. 34 CFR 99.4
- 13. 34 CFR 300.615
- 14. 34 CFR 99.12
- 15. 34 CFR 300.616
- 16. 34 CFR 300.617
- 17. 34 CFR 99.11
- 18. 34 CFR 300.614
- 19. 34 CFR 300.618
- 20. 34 CFR 99.20
- 21. 34 CFR 300.510-300.516
- 22. 34 CFR 300.619
- 23. 34 CFR 99.21
- 24. 34 CFR 300.621
- 25. 34 CFR 99.22
- 26. 34 CFR 300.620

- 27. 34 CFR 300.623
- 28. 34 CFR 300.624
- 29. 34 CFR 99.30
- 30. 34 CFR 99.31
- 31. 34 CFR 300.154
- 32. 34 CFR 300.622
- 33. Pol. 113.1
- 34. Pol. 113.2
- 35. 22 PA Code 10.2
- 36. 22 PA Code 10.21
- 37. 22 PA Code 10.22
- 38. 22 PA Code 10.23
- 39. 20 U.S.C. 1415
- 40. 34 CFR 300.535
- 41. 34 CFR Part 99
- 42. Pol. 805.1
- 20 U.S.C. 1400 et seq
- 34 CFR Part 300

Bureau of Special Education Letter to School Entities on Retention of Records, Dated November 9, 2009

Pennsylvania Department of Education Individuals With Disabilities Education Act Part B LEA Policies and Procedures under 34 CFR §§300.101 - 300.176 (2018)

Pol. 113.3

The School at McGuire Memorial

EDUCATIONAL SERVICES AGREEMENT

This Educational Services Agreement (hereinafter "Agreement") is made and entered into this 1st day of July 2021, by and between MCGUIRE MEMORIAL, a non-profit corporation, Licensed Private Academic and Approved Private School organized and existing in accordance with the laws of the Commonwealth of Pennsylvania with its administrative offices located at 2119 Mercer Road, New Brighton, Beaver County, Commonwealth of Pennsylvania, 15066 (hereinafter "The School at McGuire Memorial"),

and

CENTRAL VALLEY SCHOOL DISTRICT, a public school district organized and existing in accordance with the laws of the Commonwealth of Pennsylvania with its administrative offices located at 160 Baker Road Extension, Monaca, Beaver County, Commonwealth of Pennsylvania, 15061 (hereinafter the "School District").

WITNESSETH:

WHEREAS, the School District wishes to contract with The School at McGuire Memorial to provide educational services to one or more of the School District's students; and

WHEREAS, The School at McGuire Memorial agrees to provide educational and related services to the School District's students pursuant to the terms and conditions set forth herein.

NOW THEREFORE, The School at McGuire Memorial and the School District, intending to be legally bound, and in consideration of the within mutual promises and undertakings, and other good and valuable consideration, do covenant and agree as follows:

I. THE SCHOOL AT MCGUIRE MEMORIAL'S OBLIGATIONS

- 1. In consideration for the School District's obligations as set forth herein, The School at McGuire Memorial covenants and agrees as follows:
 - a) To provide the necessary professional, instructional, and support staff, as is required to implement the student's Individualized Educational Plan ("IEP") as developed by The School at McGuire Memorial IEP team including district representation
 - b) To provide the required materials, supplies, equipment, and other educational related items necessary to implement each student's IEP.

- c) To provide the classroom space or other facilities required to implement each student's IEP in accordance with applicable federal and state laws and regulations.
- d) To provide other personnel, facilities, materials, and services mutually agreed upon in writing by the Parties.
- e) To perform its obligations in a professional and appropriate manner in accordance with all applicable federal and state laws and regulations.
- f) To maintain regular communication with the School District's designated representative regarding the educational and related services provided herein and the education progress of each student pursuant to the student's IEP.
- g) To maintain the required licenses and certifications from the Commonwealth of Pennsylvania to provide the educational and related services contained herein.
- 2. In further consideration for the School District's obligations as set forth herein, The School at McGuire Memorial agrees to perform the services identified herein solely as an independent contracted services provider. The School District acknowledges and agrees that nothing contained within this Agreement shall be construed or interpreted as creating a joint venture, partnership, franchise, agency, employer/employee, or similar relationship between The School at McGuire Memorial and the School District, or as authorizing either party to act on behalf of the other. The School at McGuire Memorial is and will always remain a contracted services provider in relationship to the School District.
- 3. As an independent contracted services provider, The School at McGuire Memorial is solely responsible for all employment related obligations of its employees. The School District shall not be legally obligated for any of The School at McGuire Memorial's employment and/or personnel related obligations, including, but not limited to, vacation pay, sick leave, FMLA leave, retirement benefits, social security, worker's compensation, health or disability benefits, unemployment insurance benefits, or other employee benefits of The School at McGuire Memorial's employees.
- 4. This Agreement is solely between The School at McGuire Memorial and the School District, and as such, it shall not under any circumstances create an obligation by The School at McGuire Memorial to any third party.
- 5. The School at McGuire Memorial agrees to keep and maintain all of the students' educational records during the student's enrollment in strict conformity with the Family Educational Rights and Privacy Act ("FERPA"), its regulations and any corresponding Commonwealth confidentiality

statute and regulation and to return said educational records to the School District when the student leaves, transfers, dies, graduates or otherwise ceases to attend The School at McGuire Memorial.

II. THE SCHOOL DISTRICT'S OBLIGATIONS

- 1. In consideration for The School at McGuire Memorial's obligations as set forth herein, the School District covenants and agrees as follows:
 - a) In accordance with all applicable federal and state laws and regulations, to participate in the development of an appropriate IEP with The School at McGuire Memorial's IEP team for each student placed at The School at McGuire Memorial by the School District.
 - b) To comply with all applicable federal and state laws and regulations related to the School District's obligation to educate any student placed at The School at McGuire Memorial by the School District.
 - c) To maintain regular communication with The School at McGuire Memorial's designated representative and staff regarding the educational and related services to be provided to each student, along with any other relevant information regarding the student.
 - d) To assist The School at McGuire Memorial in its efforts to provide each student with an appropriate education in accordance with the student's IEP.
- 2. In further consideration for The School at McGuire Memorial's obligations as set forth herein, the School District agrees to make timely payments to The School at McGuire Memorial in accordance with the rate and fee schedule contained in Exhibit "A" which is incorporated herein by reference as if fully set forth. The School District agrees to pay a five percent (5%) late fee on any invoice balance that is not paid in full within thirty (30) days of the date of the invoice.
- 3. For students enrolled in a 4010 funded slot through The School at McGuire Memorial Approved Private School, the School District agrees to complete the 4010 enrollment process through APSEM within 15 school days. Students not enrolled in APSEM within 15 school days will be considered full tuition students and the School District will be billed according to the rate and fee schedule contained in Exhibit "A".
- 4. For students enrolled in a 4010 funded slot through The School at McGuire Memorial Approved Private School, The School District agrees to pay all non-APS fees including ESY and one to one support according to the rate and fee schedule contained in Exhibit "A".

- 5. If a student is placed at The School at McGuire Memorial at the start of a school year, the School District agrees to pay the annual tuition rate pursuant to Exhibit "A". If a student is placed at The School at McGuire Memorial after the start of the school year, the School District agrees to pay the prorated share of the annual tuition rate based upon the placement date through the end of the school year. Once placed, the School District's tuition obligation remains whether the student attends The School at McGuire Memorial all or any part of the school year unless the School District completes a 4011 withdrawal form through APSEM for APS students or a submits formal withdrawal letter identifying the reason for student exit (i.e. move, transfer, death, etc.) within 5 days of student exit.
- 6. The School District agrees to indemnify and hold harmless The School at McGuire Memorial from and against all claims, causes of action, and forms of damages, including legal fees and costs, related to (i) any School District obligation under federal or state laws, statutes or regulations; (ii) any School District employee related matter; and (iii) any alleged breach or violation of the rights granted the School District's student under any federal or state law, statute or regulation by the School District, its employees or agents.

III. TERM OF THE AGREEMENT

- 1. The term of this Agreement is from July 1, 2021, through June 30, 2022, at which time the Agreement shall automatically terminate unless renewed by the parties.
- 2. The parties acknowledge and agree that if The School at McGuire Memorial provides services under this Agreement beyond the Agreement's Term, the School District shall compensate The School at McGuire Memorial for all such services.
- 3. This Agreement may be renewed or extended by the written agreement of the Parties. Any such renewal or extension is subject to the updated rates and fees of The School at McGuire Memorial.

IV. MISCELLANEOUS PROVISIONS

1. The School District covenants that the persons signing this Agreement on behalf of the School District have the right, power, and authority to execute this Agreement on behalf of the School District and its Board of School Directors and to legally bind the School District to the obligations contained herein.

- 2. This Agreement shall not be modified, amended, or changed without a subsequent written document signed and approved by the parties hereto.
- 3. The School at McGuire Memorial shall not be considered in breach or default under this Agreement and shall not be liable to the School District for any delay or failure to perform its obligations hereunder because of any communicable disease, natural or manmade disaster, fire, flood, explosion, strike, riot, war, terrorism, cyber-attack, or similar attack, or any of event beyond The School at McGuire Memorial's reasonable control ("Force Majeure Event").
- 4. The failure of either Party to insist on strict performance of any covenant or obligation under this Agreement, regardless of the length of time for which such failure continues, shall not be deemed a waiver of such Party's right to demand strict compliance in the future. No consent or waiver, express or implied, to or of any breach or default in the performance of any obligation under this Agreement shall constitute a consent or waiver to or of any other breach or default in the performance of the same or any other obligation.
- 5. This Agreement shall be governed by the laws of the Commonwealth of Pennsylvania. All legal proceedings related to this Agreement shall be solely filed in the Court of Common Pleas in Beaver County, Commonwealth of Pennsylvania and in no other venue or jurisdiction.
- 6. Each party hereby designates its representative under this Agreement. Any notice or other communication provided to the respective parties shall be in writing and shall be emailed and/or mailed to the parties' respective representatives which are listed below.

Central Valley School District: Erin Park, Special Education Supervisor 160 Baker Road Extension Monaca, PA 15061

The School at McGuire Memorial: Dr. Kim Lieb, Director of The School at McGuire Memorial 2121 Mercer Road New Brighton, PA 15066 IN WITNESS WHEREOF, The School at McGuire Memorial and the School District, intending to be legally bound, have executed this Agreement the date first above written.

ATTESTED	CENTRAL VALLEY SCHOOL DISTRICT			
Board Secretary	Board President			
ATTESTED	THE SCHOOL AT MCGUIRE MEMORIAL			

EXHIBIT A

The annual tuition rates for the term of this Agreement are as follows:

1. 2021-2022 school year

\$ 55,855.70

- *For students who are placed with The School at McGuire Memorial during the school year, the daily rate for the 2021-2022 school year is \$310.31.
- **For students who require one-on-one aide services, the daily rate for the 2021-2022 school year is \$214.11.

The Extended School Year ("ESY") Program rates for the term of this Agreement are as follows:

1. 2021-2022 ESY

\$310.31/day

*For students who require one-on-one aide services, the daily rate for the 2021-2022 school year is \$214.11.

ATHLETIC TRIP INFORMATION

This form is to be completed and submitted to the Athletic Director at least six months in advance of the trip for pre-approval. A complete itinerary including travel, lodging and dinning should be included.

If advanced registration is required for your trip, you must submit this form with registration form and/or requisition in a timely manner in order to meet the deadline.

***Please note: This is just a request and before you can book a trip it must be

completely approved by the Central Valley School Board.
Name of Group CVHS Marching + Jass Bands Sport Band
Sponsor/Teacher Wendy Lewis (Amarka Politit (my Whipkey)
Date(s) of Activity March 15-20, Zozz
Location Orlando, Florida
Does Your Trip Require Days Off of School? Yes or No (please circle one)
If so, how many days are you requesting off of school and what days?
12 day on Tuesday March 15, Full days on March 16 + 17.
Much 18 is a Snow Day.
Total Number of Students and Adults Attending:
Students 8\ Adults Zo **Please attach a list of Names**
Will Substitute Teachers be Needed? Yes or No How many days per substitute:
Purpose of Trip / Activity: (please feel free to attach an additional sheet for all details of the trip; an itinerary if applicable)
The muching bund will be performing in the magic Kingdon purde in Dincy.
The just band will be performing in the City Walk at Universal
I have attached the itirelary, along with my list of rules from the last Divry

What will the trip cost per student? \$\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\
How will you be traveling to your trip? Air I be some we get there
Hotel Accommodations? Holiday In Express-Josh Lake burne Victa
Restaurants? at the packs
Are you requesting any money from the school? YES if so how much(NO)
How many chaperones will be attending? Please include their names.
the chapmones, 4 staff are indicated on the master list.
What will be the student to chaperone ratio?5 to
**On an additional sheet of paper, please include your plan for your student's making up their schoolwork, your rules and regulations while you are on the trip, and a student permission slip that will need signed by a parent.
Print your name Weady H. Lewis Signature
Your Position Burd Director

CENTRAL VALLEY HS MUSIC DEPARTMENT MRS. WENDY LEWIS, BAND DIRECTOR DESTINATION: ORLANDO, FLORIDA DATES: MARCH 15-20, 2022

SUGGESTED ITINERARY AS OF AUGUST 5, 2021

TUESDAY, MARCH 15

11:20	AM	School is dismissed
11:30	AM	Board Central Valley School Buses
12:15	PM	Depart for the Pittsburgh International Airport:
		1000 Airport Blvd, Pittsburgh, PA 15231 (412) 472-3525
12:45	PM	Arrive at the Pittsburgh International Airport
	**	*Your group will be met by BRT Airport Greeter to assist with check in***
Upon a	ırrival	Begin check-in process and head through security. EVERYONE needs to bring a
		picture ID along with their ticket. Any traveler 18 yrs. or older, will need a state issued
		ID. Keep them handy throughout check-in and security processing.
TBA	PM	Flight # TBA departs for Orlando International Airport (Airfare is not included in your
		land package. It will be billed separately, once it is confirmed.)
TBA	PM	Arrive at the Orlando International Airport
		Meet Your Professional BRT Tour Director at the Orlando Airport
TBA	PM	Board local Orlando Motor Coaches – 2 x 61 Passenger Motor Coaches
		and depart for Disney Springs
7:00	PM	Enjoy free time to shop and explore at Disney Springs: Indulge in a themed
		retail, dining, and entertainment center inspired by Florida's charming
		waterfront towns, historic architecture, and natural beauty. With over 150
		different stores, restaurants, and entertainment venues planned, Disney
		Springs, is one of the most exciting destinations of its kind in Central Florida.
		Dinner on own at Disney Springs
9:15	PM	Board local Orlando Motor Coaches and depart for your hotel
9:45	PM	Hotel Check In: Holiday Inn Express and Suites Orlando – South Lake Buena Vista
		5001 Calypso Cay Way Kissimmee, Florida 34746
		(407) 997-1400
10:15	PM	Take time to get organized and prepare for the next morning.

-Two Private Security Guards on Duty 10:30 p.m.-5:30 a.m.-



WEDNESDAY, MARCH 16

7:15	AM	Breakfast Buffet at the hotel
8:15	AM	Board coaches and depart for Universal Orlando Resort
8:45	AM	Arrive at Universal Orlando Resort Bus Loop and walk to park
		Entrance.
9:00	AM	Visit Universal Studios & the Islands of Adventure Theme Parks for the day:

Islands of Adventure Theme Park:

Enjoy the Wizarding World of Harry Potter: experience the Flight of the Hippogriff (a more family friendly coaster that takes you on a fun ride over the Hogwarts grounds), Hagrid's Magical Creatures Motorbike Adventure as fly into the Forbidden Forest, Hogwarts Express, or the Harry Potter and the Forbidden Journey (join Harry and his friends on a thrilling new state-of-the-art attraction that will bring the magic, characters, and stories of Harry Potter to life in ways you've never before experienced). Other attractions include: Feel the rage of the Incredible Hulk Coaster as you launch from zero to 40 mph in two seconds, battle villains on the Amazing Adventures of Spider Man, plunge down an 85-foot waterfall on a river rafter to escape the jaws of a T-rex on Jurassic Park River Adventure, cheer on heroes as you enjoy the explosive feats of the Eighth Voyage of Sinbad, Skull Island: Reign of Kong and more. Also, now open: Jurassic World VelociCoaster

Lunch on own (Student cost). Meet your chaperones for lunch money.

Universal Studios Theme Park:

Take a ride aboard the Hollywood Rip Ride Rockit, crash through Krustyland with the Simpsons Ride, join Gru, his daughters, and the mischievous Minions on a heartwarming and hilarious 3-D ride in the Despicable Me Minion Mayhem, help the Terminator in a battle to prevent mankind's extinction at the cold, steel hands of menacing cyborgs in Terminator 2 in 3-D, protect the Earth from aliens in Men In Black Alien Attack, join our heroes on an all new adventure that puts you in the story between the Oscar-winning film "Shrek" and "Shrek 2" in the Shrek 4-D attraction, prepare for the greatest battle you'll ever ride in an ultra-immersive, next generation thrill ride that blurs the line between fiction and reality on Transformers the Ride – 3D, Harry Potter and the Escape from Gringotts as you get ready to take a journey through cavernous passageways that lead deep underground as you climb aboard this mind-blowing, multi-dimensional thrill ride, or plunge into darkness on Revenge of the Mummy – The Ride.

(Continued)



WEDNESDAY, MARCH 16 (Cont.)

Dinner: on own (Student cost). Meet your chaperones for dinner money.

9:00	PM	Please report to designated meeting area and walk to the motor coach parking area.
9:15	PM	Board your motor coaches and depart for your hotel.
9:45	PM	Return to the hotel for the evening
		-Two Private Security Guards on Duty 10:30 p.m5:30 a.m

THURSDAY, MARCH 17

7:15	AM	Breakfast Buffet at the hotel
8:30	AM	Board coaches and depart for the Disney Transportation and Ticket Center.
9:00	AM	Upon arrival at the TTC, you can take the Ferry or Monorail to get to the Magic
		Kingdom park entrance.
9:30	AM	Visit Magic Kingdom for the day
Aftern	noon	Lunch on own (Student cost). Meet your chaperones for lunch money.
TBA	PM	Motor coaches arrive at the backstage area with uniforms & instrumentation
TBA	PM	Students and directors meet at designated meeting area inside the Magic Kingdom
		before going backstage as a group to prepare for the parade.
TBA	PM	The Central Valley HS "Warrior" Marching Band has been approved to march at the
		Walt Disney World Resort! (Performance time and location – to be announced)
TBA	PM	Students return to backstage area to change into casual clothes, load motor coaches
		with uniforms and instrumentation, and return to the park.
Evenii	ng	Dinner: on own (Student cost). Meet your chaperones for dinner money.
9:15	PM	Enjoy the new nighttime spectacular "Disney Enchantment" Evening Show! Created to launch with the "World's Most Magical Celebration" to celebrate Disney's 50 th Anniversary, this evening extravaganza will take you on journey filled with adventure, wonder, and empowerment. The show will feature music, enhanced lighting, stunning fireworks, and for the first time, immersive projection effects that extend from the Cinderella Castle down Main Street, U.S.A. (Based on 2022 schedule)
10:45	PM	Board motor coaches and depart for hotel
11:15	PM	Return to the hotel
		-Two Private Security Guards on Duty 10:30 p.m5:30 a.m

FRIDAY, MARCH 18

7:00	AM	Breakfast Buffet at the hotel
8:00	AM	Board coaches (Jazz Band members will be dressed in performance attire.)
8:45	AM	Depart for Universal Orlando Resort
9:00	AM	Arrive at Universal Orlando Resort Bus Loop to go through security and to prepare
		for Jazz Band Performance.
9:10	AM	Meet your STARS Entertainment Coordinator
9:20	AM	Jazz Band warm up
10:00	AM	The Central Valley HS Jazz Band has been accepted for a stage performance at the
		Universal Orlando Resort! (Performance location and time to be announced)
10:30	AM	Performance ends. Return instrumentation onto the bus and enter the park.
10:45	AM	Visit Universal Studios & the Islands of Adventure Theme Parks for the day:
		Islands of Adventure Theme Park
		Lunch on own (Student cost). Meet your chaperones for lunch money.
		Universal Studios Theme Park
Evenir	ng	Dinner: on own (Student cost). Meet your chaperones for dinner money.
9:00	PM	Please report to meeting area and walk to the motor coach parking as a group.
9:15	PM	Board your motor coaches and transfer to hotel.
9:45	PM	Return to the hotel for the evening and prepare for departure the next morning. -Two Private Security Guards on Duty 10:30 p.m5:30 a.m

SATURDAY, MARCH 19

7:15	AM	Breakfast Buffet at the hotel
8:30	AM	Board coaches and depart for Hollywood Studios
8:45	PM	Arrive at Disney's Hollywood Studios for a day of fun!
		Enjoy behind-the-scenes glimpses of Hollywood-style action with live shows, thrilling attractions, and backstage tours. Highlights include: Rise of the Resistance, Millennium Falcon Smuggler's Run, Toy Story Midway Mania, Twilight Zone Tower of Terror, Rock 'n' Roller Coaster Starring Aerosmith, Slinky Dog Dash, Muppet Vision 3D, and Mickey and Minnie's Runaway Railway.

(Continued)



SATURDAY, MARCH 19 (Cont.)

Afternoon Evening	Lunch on own (Student cost). Meet your chaperones for lunch money. Dinner: on own (Student cost). Meet your chaperones for dinner money.
8:30 PM	Experience Fantasmic a spectacular, 30-minute fireworks and water show starring Mickey Mouse and a bevy of delightful Disney Characters and featuring classic Disney music and songs, laser lights and amazing hydrotechnic effects. Note: Fast passes are highly recommended. (Based on 2022 scheduling)
9:45 PM	Meet at the group parking lot
10:00 PM	Board motor coaches and depart for hotel
10:30 PM	Return to the hotel for the evening
	-Two Private Security Guards on Duty 10:30 p.m5:30 a.m

SUNDAY, MARCH 20

7:15	AM	Breakfast Buffet at the hotel
8:15	AM	Load the motor coaches with suitcases and personal belongings. (Hotel Check Out)
9:00	AM	Depart for Orlando International Airport
9:45	AM	Arrive at the Orlando International Airport
<u>Upon</u>	<u>arrival</u>	Begin check-in process and head through security. EVERYONE needs to bring a picture ID along with their ticket. Any traveler 18 yrs. or older, will need a state issued ID. Keep them handy throughout check-in and security processing. Lunch on own at the Orlando Airport
TBA	AM	Flight # TBA Departs for the Pittsburgh International Airport
TBA	PM	Arrive at the Pittsburgh International Airport
TBA	PM	Parents will be responsible for picking up their students from the airport (Carpooling is encouraged)
TBA	PM	Depart for home
TBA	PM	Return to Central Valley High School

Note: Please note that the itinerary, Disney Park hours, Universal Orlando Resort Park Hours, and schedules are subject to change.

Mrs. Erin Park, Director of Special Education Central Valley School District 160 Baker Road Monaca, PA 15066

November 5, 2021

Dear Erin,

It is with a heavy heart, and after much deliberation, that I offer my resignation for retirement effective November 19, 2021.

Your guidance and leadership throughout my years of employment as a Paraprofessional at Central Valley High School has been very much appreciated.

It is my hope that in some small way, I may have been able to make a difference in the lives of our students to prepare them to become productive young adults in our society.

Best wishes for continued success with the learning support students at Central Valley. I will have many fond memories of our students and staff.

Sincerely,

Anna Maria Tassone Paraprofessional

Hain Tasine

November 10, 2021

Center Grange Primary School 225 Center Grange Road Aliquippa, PA 15001

Dear Ms. Carla Kosanovich,

Please accept this letter as my formal resignation from my position as a Building Monitor at Center Grange Primary School effective November 19, 2021.

Sincerely,

Kimberly F Cunningham