

**Jersey Shore Area School District**  
Board of Education – Regular Meeting  
(held virtually using video conference calling)  
Minutes of October 12, 2020

**A. Opening**

**1. Call to Order:** Mr. Allen, President, called the meeting to order at 7:01 p.m.

**2. Roll Call:**

Members Present: Mr. Craig Allen, Mr. David Becker, Mr. Harry Brungard, Ms. Patrice Doebler, Mrs. Angela Grant, Mr. Wayne Kinley, Mrs. Nancy Petrosky, Mrs. Michelle Stemler, Mrs. Mary Thomas and Dr. Brian T. Ulmer.

Others Present: Christopher Kenyon, Esq., Solicitor, Mr. Benjamin Enders, Board Secretary, Dr. Kenneth Dady, Jr., Assistant Superintendent and Robert Parker, Student Representative.

**3. Pledge of Allegiance**

**B. Presentations**

**1. Communications:**

Beginning October 15th, field trips are permitted based on the board's revision of the Health and Safety Plan. Please be sure to follow Board Policy 121 in planning field trips. Administration will be closely monitoring field trip travel. For example, pay attention to substantial counties, problematic locations, etc. No field trip should be fully planned until you receive the form back fully approved by the Superintendent.

**2. President's Report:**

- a. an Executive Session was held at 6:00 pm for personnel and legal issues.
- b. PSBA Equity Summit on October 13, 2020 and PSBA Annual Conference for all Board members to be held on October 14 & 15, 2020.

**3. Intermediate Unit Report:** None

**4. Superintendent's Report:**

Dr. Ulmer began his report to say publicly "*We wish the Milton Area School District the best. While our team is sad that they did not get to play on Friday, we want everyone to be healthy and safe*".

a. Updated Board Policies:

(Attachments)

Policy 318 - Attendance and Tardiness

Policy 331 - Job Related Expenses

Policy 332 - Working Periods

Policy 334 - Sick Leave

Policy 340 - Responsibility for Student Welfare

**Motion:** A motion was made by Dave Becker and seconded by Harry Brungard to add Miscellaneous item H. g. to the agenda:

g. distribution of a minimum of 1 ticket per visiting team member at an event.

A roll call vote was taken as listed below:

David Becker	Yes	Harry Brungard	Yes
Patrice Doebler	Yes	Angela Grant	Yes
Wayne Kinley	Yes	Nancy Petrosky	Yes
Michelle Stemler	Yes	Mary Thomas	Yes
Craig Allen	Yes		

The vote was 9-yes and 0-no, motion carried.

**C. Courtesy of the Floor on Agenda Items and J. Courtesy of the Floor on Items not on the Agenda:**  
None

**Motion:** A motion was made by Mary Thomas and seconded by Wayne Kinley to close Courtesy of the Floor.

A roll call vote was taken as listed below:

David Becker	Yes	Harry Brungard	Yes
Patrice Doebler	Yes	Angela Grant	Yes
Wayne Kinley	Yes	Nancy Petrosky	Yes
Michelle Stemler	Yes	Mary Thomas	Yes
Craig Allen	Yes		

The vote was 9-yes and 0-no, motion carried.

**D. Personnel Items:**

**1. Personnel Items**

**Motion:** A motion was made by Mary Thomas and seconded by Harry Brungard to approve the following Personnel items as listed on the agenda:

- a. accepting a letter of resignation from Holly Barto as National Honor Society Advisor, effective September 29, 2020.
- b. appointment of Misti Koons to a part time Food Service position at the Middle School, \$10.20 per hour, effective October 21, 2020.

A roll call vote was taken as listed below:

David Becker	Yes	Harry Brungard	Yes
Patrice Doebler	Yes	Angela Grant	Yes
Wayne Kinley	Yes	Nancy Petrosky	Yes
Michelle Stemler	Yes	Mary Thomas	Yes
Craig Allen	Yes		

The vote was 9-yes and 0-no, motion carried.

**E. Curriculum and Instruction:** None

**F. Building and Grounds:** None

**G. Finance:**

**1. Finance Items**

**Motion:** A motion was made by Mary Thomas and seconded by Harry Brungard to approve the following Finance item as listed on the agenda:

- b. the sale of Everyday Math books/items for \$5.00 and Trigonometry textbooks/items for \$11.00, via Municibid online auction, to Edna Gaye.

A roll call vote was taken as listed below:

David Becker	Yes	Harry Brungard	Yes
Patrice Doebler	Yes	Angela Grant	Yes
Wayne Kinley	Yes	Nancy Petrosky	Yes
Michelle Stemler	Yes	Mary Thomas	Yes
Craig Allen	Yes		

The vote was 9-yes and 0-no, motion carried.

**Motion:** A motion was made by Mary Thomas and seconded by Harry Brungard to approve the following Finance item as listed on the agenda:

- a. a proposal with Automated Logic to replace RTU#3 and RTU#4 at the Administration Building at a cost of \$53,839.00, as recommended by the Capital Projects Committee. This project will be performed under Automated Logic's COSTARS contract #28. (Attachment)

A roll call vote was taken as listed below:

David Becker	Yes	Harry Brungard	Yes
Patrice Doebler	No	Angela Grant	No
Wayne Kinley	Yes	Nancy Petrosky	No
Michelle Stemler	Yes	Mary Thomas	Yes
Craig Allen	Yes		

The vote was 6-yes and 3-no, motion carried.

**H. Miscellaneous**

**1. Miscellaneous Items:**

**Motion:** A motion was made by Mary Thomas and seconded by Harry Brungard to approve the following Miscellaneous items as listed on the agenda:

- a. the following policies at first read: (Attachments)

- Policy 806 - Child Abuse
- Policy 705 - Facilities and Workplace Safety
- Policy 803 - School Calendar
- Policy 904 - Public Attendance at School Events
- Policy 907 - School Visitors

b. the following policies at second read:

(Attachments)

Policy 111 - Lesson Plans  
Policy 112 - Guidance Counseling  
Policy 203 - Immunizations and Communicable Diseases  
Policy 209 - Health Examinations-Screenings  
Policy 309.1 - Telework

c. to approve a Statement of Rights and Waiver of Hearing for student 2020-2021-02 dated October 5, 2020.

d. Field Trips may occur after October 15, 2020.

e. Outside Groups may request use of buildings after October 15, 2020.

f. Visitors and volunteers will be permitted in buildings after October 15, 2020, with appointments and approval from the Administration.

g. distribution of a minimum of 1 ticket per visiting team member at an event.

A roll call vote was taken as listed below:

David Becker	Yes	Harry Brungard	Yes
Patrice Doebler	Yes	Angela Grant	Yes
Wayne Kinley	Yes	Nancy Petrosky	Yes
Michelle Stemler	Yes	Mary Thomas	Yes
Craig Allen	Yes		

The vote was 9-yes and 0-no, motion carried.

**I. Old Business:** None

**K. Executive Session:** An Executive Session was held beginning at 7:45 p.m. for legal and personnel matters after which no business was conducted.

The meeting resumed at 8:18 p.m.

**L. Adjournment:**

The October 12, 2020 Regular Board Meeting (held virtually using video conference calling) was adjourned at 8:19 p.m.

Respectfully submitted,

Benjamin J. Enders  
Board Secretary



Book	Board Policy Manual
Section	300 Employees
Title	Attendance and Tardiness
Code	318
Status	
Legal	<ol style="list-style-type: none"><li>1. 24 P.S. 510</li><li>2. Pol. 332 - Working Periods</li><li>3. Pol. 334 - Sick Leave</li><li>4. Pol. 335 - Family and Medical Leave</li><li>5. Pol. 336 - Personal Necessity Leave</li><li>6. Pol. 339 - Uncompensated Leave</li></ol>

### **Authority**

Punctual and reliable attendance by administrative, professional and support employees is essential for the operation of district schools. Therefore, a prerequisite for efficient performance of job functions by employees is the punctual commencement and proper completion of all assigned duties. [1][2]

The district shall establish processes for staff to report unexpected absences, which shall be addressed in accordance with Board policy and an applicable individual contract, collective bargaining agreement or Board resolution. [3][4][5][6]

### **Delegation of Responsibility**

It shall be the responsibility of the Superintendent or designee to assess penalties when a district employee fails to meet attendance requirements. Whether tardiness is excusable shall be determined by the immediate supervisor.

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Book	Board Policy Manual
Section	300 Employees
Title	Job Related Expenses
Code	331
Status	
Legal	<ol style="list-style-type: none"><li>1. <a href="#">24 P.S. 517</a></li><li>2. Pol. 309.1 - Telework</li><li>3. Pol. 624 - Taxable Fringe Benefits</li></ol> Pol. 626.1 - Travel Reimbursement - Federal Programs

### **Authority**

The Board shall reimburse administrative, professional and support employees for the actual and necessary expenses, including travel expenses, they incur in the course of performing services for the district, in accordance with Board policy. [\[1\]](#)

### **Delegation of Responsibility**

The validity of payments for job related expenses for all district employees shall be determined by the Superintendent or designee.

**The Superintendent or designee shall report all reimbursed expenses for travel outside the district by employees at the next Board meeting.**

The Superintendent or designee shall develop administrative regulations for **approval and reimbursement of job related expenses, including travel expenses, which shall require employees to provide adequate documentation of expenses.**

### **Guidelines**

**The Board shall reimburse staff, who are assigned to work remotely for designated assignments, for actual expenses that are reasonable and necessary expenses incurred by staff in direct consequence or discharge of their assigned duties, approved in advance and in accordance with an individual contract, collective bargaining agreement or Board resolution. Such expenses may include, but are not limited to, Internet connectivity, telecommunications services or physical materials needed to develop and implement instruction or services for students and the district. [2][3]**

The use of a personal vehicle shall be considered a legitimate job expense if travel is among the employee's assigned schools, but not between home and school, and is authorized in advance by the building principal and Superintendent or designee.

Use of a personal vehicle for approved purposes is reimbursable at the rate per mile approved by the Board.

Use of a personal vehicle requires that liability insurance be provided by the employee.

Actual and necessary expenses incurred when attending functions outside the district shall be reimbursed to an employee if approval has been obtained in advance from the Superintendent. [1]

Attendance at approved events outside the district shall be without loss of regular pay, unless otherwise stipulated prior to attendance.

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Book	Board Policy Manual
Section	300 Employees
Title	Working Periods
Code	332
Status	
Legal	<ol style="list-style-type: none"><li>1. <a href="#">24 P.S. 510</a></li><li>2. <a href="#">24 P.S. 1504</a></li><li>3. Pol. 804 - School Day</li><li>4. Pol. 803 - School Calendar</li><li>5. <a href="#">24 P.S. 520.1</a></li><li>6. Pol. 805 - Emergency Preparedness</li></ol> Pol. 318 - Attendance and Tardiness

### **Authority**

Work schedules required for administrative, professional and support employees shall be clearly specified to ensure regular attendance by employees and consistent operation of the district.

The Board has the authority and responsibility to determine the hours and days during which district programs and services shall be available to students and the community, consistent with the administrative compensation plan, individual contracts, applicable collective bargaining agreements, and Board resolutions. [\[1\]](#)[\[2\]](#)[\[3\]](#)[\[4\]](#)

The Board has the authority to make modifications to the school calendar and the school schedule as necessary to meet the instructional and health and safety needs of students and staff. Modifications to staff working periods shall be addressed in accordance with the administrative compensation plan, individual contracts, applicable collective bargaining agreements, Board resolutions and/or Board-approved health and safety or other emergency preparedness and response plans. [\[4\]](#)[\[5\]](#)[\[6\]](#)

### **Delegation of Responsibility**

The Superintendent or designee shall develop administrative regulations to ensure district employees are informed of and adhere to their assigned work schedules.

Professional personnel shall have a duty-free lunch period of not less than thirty (30) minutes. [\[2\]](#)

Staff may be assigned extra or alternative duties, distributed equitably when possible, at the discretion of the immediate supervisor.

All professional staff members are expected to attend each faculty meeting unless specifically



excused by the responsible administrator.

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Book	Board Policy Manual
Section	300 Employees
Title	Sick Leave
Code	334
Status	
Legal	<ol style="list-style-type: none"><li>1. <a href="#">24 P.S. 1154</a></li><li>2. <a href="#">24 P.S. 510</a></li><li>3. Pol. 317 - Conduct/Disciplinary Procedures</li></ol>

### **Authority**

Board policy for certificated administrative and professional employees shall ensure that eligible employees receive paid sick leave days annually, in accordance with law, administrative compensation plan, individual contract, collective bargaining agreement, or Board resolution. Unused leave shall be cumulative. [\[1\]](#)

Board policy for noncertificated administrative and support employees shall ensure that eligible employees receive paid sick leave days annually, in accordance with the administrative compensation plan, individual contract, collective bargaining agreement or Board resolution. Unused leave shall be cumulative.

The Board reserves the right to require any employee claiming **paid or unpaid** sick leave to submit sufficient proof, including **documentation from a licensed physician, certified registered nurse practitioner or a licensed physician assistant**, of the employee's illness, disability **or need to quarantine**. [\[1\]](#)[\[2\]](#)

Misuse of sick leave shall be considered a serious infraction subject to disciplinary action. [\[3\]](#)

The Board shall consider the **written request** of any eligible employee for an extension of sick leave, **with or without pay**, when the employee's own accumulated sick leave **or other paid or unpaid leave has been** exhausted, pursuant to law **or collective bargaining agreement provisions** where applicable. [\[1\]](#)[\[2\]](#)

### **Delegation of Responsibility**

The Superintendent shall report to the Board the names of employees absent for noncompensable cause or whose claim for sick leave pay cannot be justified.

### **Guidelines**

Whatever the claims of disability, no day of absence shall be considered a sick leave day if the employee has engaged in or prepared for other gainful employment, or has engaged in any

activity that would raise doubts regarding the validity of the sick leave request.

### Records

The district's personnel records shall show the attendance of each employee; and the days absent shall be recorded, with the reason for such absence noted. [\[1\]](#)[\[2\]](#)

A record shall be made of the unused sick leave days accumulated by each district employee, which shall be reported to the employee. [\[1\]](#)[\[2\]](#)

The Board shall pay a specified amount for each unused sick leave day, up to a designated number of days, upon the retirement of an employee, as provided in the administrative compensation plan, individual contract, collective bargaining agreement or Board resolution.

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Book	Board Policy Manual
Section	300 Employees
Title	Responsibility for Student Welfare
Code	340
Status	
Legal	<ol style="list-style-type: none"><li>1. 24 P.S. 510</li><li>2. Pol. 705 - Facilities and Workplace Safety</li><li>3. Pol. 805 - Emergency Preparedness and Response</li></ol>

### **Authority**

The Board adopts this policy to ensure appropriate oversight of and responsibility for student welfare by administrative, professional and support employees. [1]

District employees are responsible for the safety of students in their charge within school buildings and on district property.

Each employee **is responsible** for supervision, control and protection of students, commensurate with assigned duties and **directives**.

**Each employee is responsible to ensure that students are supervised by a teacher or other staff member at all times while engaged in district activities.**

An employee should not voluntarily assume responsibility for duties **the employee** cannot reasonably perform. Voluntary assumption carries the same responsibilities as assigned duties.

Teachers **and designated staff** shall provide proper instruction in **and enforcement of safety rules and procedures included in the Board-approved health and safety plan and** assigned curriculum. [2][3]

Each employee has the responsibility to report immediately to the **building principal or designated staff** an accident, safety hazard, unsafe or dangerous **condition, or to immediately address observed violations of district safety rules.** [2]

Employees may not send students on any personal errands.

Employees may not transport students in a personal vehicle, except when specifically **authorized by the building principal or designee.**

Employees shall not require a student to perform services that may be detrimental to the student's health.

### **Delegation of Responsibility**

Building principals shall monitor employees' adherence to this policy to ensure the maintenance of standards that protect student welfare.

Building principals shall annually develop and implement a plan of supervision for the following:

1. Student arrivals and departures, including buses.
2. Halls, restrooms and playgrounds.
3. Cafeteria.
4. Before and after school.
5. Field trips.
6. School activities.

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**MANSFIELD UNIVERSITY'S EARLY START PROGRAM  
MEMORANDUM OF UNDERSTANDING**

**THIS AGREEMENT** is entered into this \_\_\_\_ day of \_\_\_\_\_, 2020, by and between Mansfield University of Pennsylvania hereinafter referred to as "the University" and the Jersey Shore Area School District, hereinafter referred to as "the District," a public school district under the laws of the Commonwealth of Pennsylvania.

**WITNESSETH:**

**WHEREAS**, the University is a unit of higher learning of the State System of Higher Education of Pennsylvania; and

**WHEREAS**, the Legislature has determined by *Act 188 of 1982* that the primary mission of the State System of Higher Education of Pennsylvania is to provide high quality education at the lowest possible cost; and

**WHEREAS**, the mission of the State System of Higher Education is to provide undergraduate instruction, and opportunities for personal growth consistent with the legislated mission of the System; and

**WHEREAS**, certain students in the District may benefit from the opportunity to take online courses, hybrid courses, and/or face-to-face courses offered by the University; and

**WHEREAS**, the University wishes to develop an Early Start Program to recruit outstanding students to the University student body, and

**WHEREAS**, the District wishes to make certain undergraduate courses offered by the University available to the students of the District; and

**WHEREAS**, the District and the University desire to describe the features, purposes, and mechanisms of the relationship by which the parties will establish a partnership in a collaborative arrangement; and

**WHEREAS**, this Agreement is intended to function as a collaborative agreement in accordance with said Board of Governors Policy 1999-02.

**NOW, THEREFORE**, in consideration of the promises and mutual covenants contained herein, the parties hereto mutually agree and contract as follows:

**1. Term.** This Agreement shall be effective upon the review and approval of all the necessary Commonwealth officials. The term of this agreement shall be for a total of five years commencing upon the review and approval of all necessary Commonwealth officials. At the conclusion of the agreement's fifth year, the parties, at their mutual option, may contract for another subsequent period of time not to exceed five years.

**2. Academic Suitability.** The suitability of any course for the program will be determined by agreement between the District and the University on a course-by-course

basis. The District will also determine, on a student-by-student basis, the suitability of a course for each of the District's students who wish to enroll in the course.

**3. Enrollment.** Students selected by the district for enrollment in an Early Start Program course will be enrolled as non-degree students at the University. In order to aid the enrollment of the District's students, the District will provide the documentation necessary to the enrollment without cost. This will include a high school transcript and a letter from a guidance counselor attesting to the suitability of each course. Each student will have to apply (once) for non-degree status.

**4. Semesters and Summer Sessions.** Students selected by the District may enroll in online courses, hybrid courses, and/or face-to-face courses under this agreement during both the academic year and the summer sessions as non-degree students on a space-available basis.

**5. Regular Admission.** Any student from the district who wishes to become a fully matriculated undergraduate student upon graduation from high school must follow the normal application process. Although successful completion of university-level courses is generally viewed as a good indicator of success in college and a strong positive factor in the admission decision, nothing in this document serves to guarantee to a participating student admission to regular status or to any major. Tuition reductions described in paragraph 7 do not apply once a student enrolls in the university outside of this consortial arrangement.

**6. Transcription of Courses.** Courses offered under this agreement will be transcribed in the same manner as other courses offered by the university. No distinction will be made between these courses and other regularly offered courses. Students may obtain transcripts of their coursework from the Registrar in the normal manner.

**7. Fiscal Issues.**

- a. The University will provide the District's students with a reduced tuition rate. The reduced tuition rate will be \$50 per credit, on a space-available basis.
- b. The reduced tuition rate will apply only to students of the District.
- c. The University's normal refund policy will apply in case of withdrawals.

**8. Class Size.** Certain minimum class sizes may apply. Enrollment is on a space-available basis.

**9. Rights, Privileges, and Responsibilities.** Students registered as non-degree students at Mansfield University under this agreement will have the same rights, privileges, and responsibilities as other non-degree students including the right to a student ID, use of the library, and other academic resources. All Mansfield University policies and procedures, including, but not limited to, academic policies and student discipline policies shall apply.

**10. Indemnification.** Neither of the parties shall assume any liabilities to each other. As to liability to each other or death to persons, or damages to property, the parties do not waive any defense as a result of entering into this contract. This provision shall not be construed to limit the Commonwealth's rights, claims, or defenses, which arise as a matter of law pursuant to any provisions of this contract. This provision shall not be construed to limit the sovereign immunity of the Commonwealth, the State System of Higher Education, or the University.

**11. Insurance.** As an Agency of the Commonwealth, the University is prohibited from purchasing insurance. As a public university and state instrumentality, there is no statutory authority to purchase insurance and it does not possess insurance documentation. Instead, it participates in the Commonwealth's Tort Claims Self-Insurance program administered by the Bureau of Risk Management of the Pennsylvania Department of General Services.

**12. FERPA.** The parties agree to comply with all obligations under the Family Educational Rights and Privacy Act concerning the handling of educational records as such are defined by the statute.

**13. Amendment.** This Agreement may be amended at any time upon the mutual written agreement of the parties hereto, with said amendments to be executed by the duly authorized representatives of the parties and with the same formality as this agreement.

**14. Termination.** This agreement may be terminated by either party upon 120 days written notice. Said notice to the University shall be sent to the President. Said notice to the District shall be sent to the Superintendent of the District.

**15. Choice of Law.** This Agreement is executed pursuant to and shall be construed under the laws of the Commonwealth of Pennsylvania.

**16. Entire Agreement.** This is the entire Agreement between the parties hereto and supersedes all prior negotiations and oral understandings between the parties hereto.

**IN WITNESS WHEREOF,** the President of the University and the Superintendent of the District by their signatures do hereby put this agreement in force.

\_\_\_\_\_  
President, Mansfield University of Pennsylvania

\_\_\_\_\_  
Date

\_\_\_\_\_  
Superintendent, Jersey Shore Area School District

\_\_\_\_\_  
Date

**Approved as to Form and Legality:**

\_\_\_\_\_  
University Legal Counsel, Pennsylvania State System of Higher Education

\_\_\_\_\_  
Date



**To:** Jersey Shore Area School District  
175 A&P Drive  
Jersey Shore, PA 17740

**Date:** September 28, 2020

**Attn:** Mark Wall

**Job Name:** Administration RTU #3 and #4 Replacement

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Automated Logic (ALC) respectfully submits the following proposal to replace RTU-3 and RTU-4 at the Administration Building. This includes installing new ALC controls on the new RTU's and programming these units into the existing ALC system. This project will be performed under ALC's COSTARS contract #28. Please see the scope for a detailed outline of the work.

#### INCLUDED IN OUR SCOPE OF WORK

Automated Logic shall:

- Furnish and install two (2) new rooftop units to replace the existing rooftop units #3 and #4.
- Evacuate the refrigerant from the existing two (2) rooftop units.
- Provide crane and rigging to remove the existing units and set in place the curb adapters and new rooftop units.
- Connect the new units to the existing power wiring. This includes new outdoor disconnects.
- Furnish and install new gas piping from the existing shut off valves to the new rooftop units. This includes new regulators as necessary.
- Provide factory authorized startup of the new rooftop units.
- Remove the existing controls from RTU#3 and #4.
- Furnish and install one (1) new ALC unit controller in the two (2) new RTU's.
- Furnish and install the existing ALC communication trunk to each new unit controller in the new RTU's.
- Furnish and install one (1) new supply air temperature sensor and one (1) new return air temperature sensor on each of the new RTU's.
- Furnish and install one (1) new current sensor for the supply fan in each of the new RTU's. This new sensor will provide for the enabling and status of the fan.
- Provide all necessary programming labor for this project.

- Provide updated engineered as-built control drawings for this project.
- Provide updated equipment graphics for this project.
- Commission the controls on each of the new RTU's for proper operation.

PRICING

This project represents an investment of:

Project Price ..... \$53,839.00

YOUR RESPONSIBILITIES

- Provide access to the roof during this project.
- Provide an area to stage the new equipment for the crane lift.
- Provide an area to set the units being removed from the roof during the crane lift.
- Close down the area where the crane will be set. ALC will coordinate this with District staff.
- Coordinate with ALC on a project schedule.

NOTES & CLARIFICATIONS

- The proposed price is subject to unmodified acceptance of the attached Terms and Conditions of Sale.
- Proposal based on performing work during normal working hours (Monday - Friday, 0700 – 1530); This proposal is valid for a period of thirty (30) days after which time it will be subject to change or withdrawal.
- This proposal does not contain patching; painting; prevailing wages, if required; overtime; after hours work; permits, if required; equipment trim control wiring or asbestos removal, if required.
- This proposal is based on standard, normal working conditions and does not take into account any project specific requirements for additional work, compressed schedule, schedule delay, or other that may be required due to the COVID-19 pandemic. This list may



include, but is not limited to, additional safety requirements, social distancing requirements, site staging, excessive hand washing, shift work, or other.

- This proposal does not include PA sales tax.
- Payment schedule is 50% upon order, with final billing upon startup. Terms are Net 10 days.

Do not hesitate to call me at 717.773.7992 with any questions regarding scope or coverage. I thank you for the opportunity to serve you!

Respectfully,

*Mark Crow*

**Mark Crow**  
Sr. Sales Engineer

PROCEED AS INDICATED:

AUTOMATED LOGIC

CUSTOMER:

\_\_\_\_\_  
Name

\_\_\_\_\_  
Customer Name

\_\_\_\_\_  
Signature

Date

\_\_\_\_\_  
Signature

Date

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

## TERMS AND CONDITIONS OF SALE AUTOMATED LOGIC CONTRACTING SERVICES, INC.

1. **PAYMENT AND TAXES** – Payment shall be made net 30 days from date of invoice. Automated Logic reserves the right to require cash payment or other alternative method of payment prior to shipment or completion of work if Automated Logic determines, in its sole discretion, that Customer or Customer's assignee's financial condition at any time does not justify continuance of the net 30 days payment term. In addition to the price, the Customer shall pay Automated Logic any taxes or government charges arising from this Agreement. If Customer claims any such taxes do not apply to transactions covered by this Agreement, Customer shall provide Automated Logic with acceptable tax exemption certificates. Payment for service agreements shall be due and payable in advance of services being rendered.

2. **SCOPE OF WORK/EXCLUSIONS** – Repair to building construction, plastering, patching and painting are excluded. Customer agrees to provide Automated Logic with required field utilities (electricity, toilets, drinking water, receiving dock, project hoist, elevator service, etc.) without charge. Automated Logic agrees to keep the job site clean of debris arising out of its own operations. Customer shall not back charge Automated Logic for any costs or expenses without Automated Logic's written consent. Unless specifically noted in the statement of the scope of work or services undertaken by Automated Logic under this Agreement, Automated Logic's obligations under this agreement expressly exclude any work or service of any nature associated or connected with the identification, abatement, clean up, control, removal, or disposal of environment hazards or dangerous substances, to include but not be limited to asbestos or PCBs, discovered in or on the premises. Any language or provision of the Agreement elsewhere contained which may authorize or empower the Customer to change, modify, or alter the scope of work or services to be performed by Automated Logic shall not operate to compel Automated Logic to perform any work relating to Hazards without Automated Logic's express written consent. Services performed at customer's direction outside of the scope of this Agreement will be billed at our scheduled rates.

3. **EXTRAS** – Work and material in addition to or different from that stated herein, and changes in drawings, specifications or time of performance, shall be considered as extras, and shall entitle Automated Logic to an adjustment in the contract price and the delivery schedule.

4. **EMERGENCY SERVICE WORK** – If emergency service is performed at Customer's request and inspection does not reveal any defects for which Automated Logic is liable under this Agreement, Customer shall pay for such work at Automated Logic's prevailing time and material rate.

5. **SHIPMENT/PARTIAL SHIPMENT/RETURNS** – All product shipments shall be F.C.A. shipping point (Incoterms 2010), freight prepaid and allowed to the job site. Shipment dates quoted are approximate. Automated Logic does not guarantee a particular date for shipment or delivery. Automated Logic shall have the right to ship any portion of equipment, goods or other materials included in this Agreement and invoice Customer for such partial shipment. No goods will be accepted for return without prior written authorization. Returned goods may be subject to a restocking charge. Special order and non-stock items cannot be returned.

6. **DELAYS** – Automated Logic shall not be liable for any delay in the performance of the work resulting from or attributed to acts or circumstances beyond Automated Logic's control, including, but not limited to, acts of God or of the public, acts of government, acts of terrorism, fire, floods, epidemics, freight embargoes, unusually severe weather, riots, strikes or labor disputes, conditions of the premises, acts or omissions of the Customer, Owner or other contractors, or delays caused by suppliers or subcontractors ("Force Majeure Event(s)"). In the event Automated Logic is delayed in manufacturing, shipping, delivery or any other performance under this Agreement by a Force Majeure Event and without the fault or negligence of Automated Logic, Automated Logic agrees to notify Customer in writing as soon as practicable of the causes of such delay, and Automated Logic shall further be entitled to an extension of the time equivalent to the duration of any such delay and a reasonable time in which to recover from said delay to resume performance. In the event any materials or equipment to be provided by Automated Logic under this Agreement becomes permanently unavailable as a result of a Force Majeure Event, Automated Logic shall be excused from furnishing said materials or equipment.

7. **WARRANTY** – Automated Logic warrants to Customer that the Work performed by Automated Logic hereunder will comply in all material respects with the attached Scope of Work or Statement of Services and will be free from material defects in workmanship. Automated Logic warrants that all equipment manufactured by Automated Logic Corporation and all Automated Logic equipment, parts or components supplied hereunder will be free from defects in material and workmanship. Automated Logic shall at its option repair or replace, F.C.A. point of sale (Incoterms 2010), any equipment, part or component sold by Automated Logic and determined to be defective within one (1) year from the date Customer has beneficial use. Automated Logic does not warrant products not manufactured by Automated Logic, but it does pass on to Customer any available manufacturer's warranty for such products. Automated Logic warrants that all services provided by Automated Logic hereunder shall be performed in a workmanlike manner. In the event any such service is determined to be defective within ninety (90) days of completion of that service, Automated Logic shall at its option re-perform or issue a credit for such service. Automated Logic's obligations as set forth herein shall be Customer's exclusive remedy. Automated Logic shall not be responsible for labor charges for removal or reinstallation of defective equipment, parts or components, for charges for transportation, handling and shipping, or for repairs or replacement of such equipment, parts or components required as a consequence of faulty installation when not installed by Automated Logic, misapplication, vandalism, abuse, exposure to chemicals, improper servicing, unauthorized alteration or improper operation by persons other than Automated Logic. **THIS WARRANTY IS GIVEN IN LIEU OF ALL OTHER WARRANTIES, EXPRESS, IMPLIED OR STATUTORY INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.**

Customer's use of any software provided under this Agreement is licensed (if applicable) and governed by the applicable end user license agreement.

8. **WORKING HOURS** – All services performed under this Agreement, including major repairs, are to be provided during Automated Logic's normal working hours unless otherwise agreed in writing.

9. **CHANGE ORDERS/ADDITIONAL WORK** – Automated Logic will not perform additional work until such time as Automated Logic receives a change order, duly executed by each party, setting forth the scope and an agreed upon price for the additional work, as well as any appropriate adjustments to the delivery schedule. Additional work and/or materials supplied under any change order shall be subject to the terms of this Agreement.

10. **CUSTOMER RESPONSIBILITIES** – Customer shall: provide safe and reasonable access to the job site and equipment being serviced; provide a safe work environment; keep areas adjacent to equipment free of extraneous material; move any stock, fixtures, walls, partitions, ceilings, enclosures or such other property as may be necessary to perform the specified work; promptly notify Automated Logic of any unusual operating conditions; operate any equipment supplied hereunder properly and in accordance with instructions; and identify and label any asbestos containing material that may be present. The Customer will provide, in writing, prior to the start of a job, a signed statement regarding the absence or presence of asbestos for any job where the building or the equipment to be serviced is older than 1981. Should this document state that no asbestos is present, the Customer will also provide in writing the method used to determine the absence of asbestos. If online service via modem is being provided, the Customer shall provide and maintain, at Customer's cost, a voice grade dial-up telephone line or internet connection installed in a mutually agreed upon location.

11. **LIMITATION OF LIABILITY** – Under no circumstances shall Automated Logic be liable for any indirect, incidental, special or consequential damages, including loss of revenue, loss of use of equipment or facilities, loss of data, or economic damages howsoever arising. Automated Logic shall be liable for damage to property, other than equipment provided under this Agreement, and to persons, to the extent that Automated Logic's negligent acts or omissions directly contributed to such injury or property damage. To the extent permitted by law, Automated Logic's aggregate liability for any reason, whether in contract, tort (including negligence) or otherwise, will be limited to the value of the payments received by Automated Logic under this Agreement. The aggregate liability shall not limit the liability of Automated Logic for any injury to, or death of a person, caused by its gross negligence.

12. **CUSTOMER TERMINATION FOR DEFAULT** – Customer shall have the right to terminate this Agreement for Automated Logic's default provided Automated Logic fails to cure such default within thirty (30) days after having been given prior written notice of the default. Upon early termination or expiration of this Agreement, Automated Logic shall have free access to enter Customer locations to disconnect and remove any and all Automated Logic-owned parts, tools and personal property. Additionally, Customer agrees to pay

Automated Logic for all incurred but unamortized service costs performed by Automated Logic including overhead and a reasonable profit.

13. **AUTOMATED LOGIC TERMINATION** – Automated Logic reserves the right to discontinue its service or performance under this Agreement any time payments have not been made as agreed or if alterations, additions or repairs are made to equipment during the term of this Agreement by others without prior agreement between Customer and Automated Logic. Should Customer fail to make payment in accordance with the terms of this Agreement and such failure continues without cure for a period of five (5) days following Customer's receipt of written notice of such payment default, Automated Logic may terminate this Agreement without liability.

14. **CLAIMS / ALC EMPLOYEES** – Any lawsuits arising from the performance or nonperformance of this Agreement, whether based upon contract, negligence, strict liability or otherwise, shall be brought within one (1) year from the date the claim arose. The Customer acknowledges that Automated Logic's employees are valuable assets to Automated Logic. During the Term of this Agreement or one hundred eighty (180) days from the effective date, whichever is greater, if Customer hires an Automated Logic employee who worked at the Customer's facility at any time, the Customer agrees to 1) pay Automated Logic an amount equal to twelve (12) months' salary for such employee, and 2) reimburse Automated Logic for all costs associated with any training Automated Logic provided to such employee.

15. **GOVERNMENT PROCUREMENTS** –

(a) **COMMERCIAL ITEMS** – The components, equipment and services provided by Automated Logic under this Agreement are "commercial items" as defined in Section 2.101 of the Federal Acquisition Regulations ("FAR"), and the prices of such components, equipment and services are based on Automated Logic's commercial pricing policies and practices (which do not consider any special requirements of U.S. Government cost principles, FAR Part 31, or any similar procurement regulations). As such, Automated Logic will not agree to provide or certify cost or pricing data, nor will Automated Logic agree to comply with the Cost Accounting Standards (CAS). In addition, no government procurement regulations, such as FARs or DFARS, shall apply to this Agreement except those regulations expressly accepted in writing by Automated Logic.

(b) **WHERE AUTOMATED LOGIC IS SUBCONTRACTOR** – Where Automated Logic is subcontractor, Automated Logic is agreeing to perform a private subcontract for the sale of a commercial item on a fixed-price basis to Customer (a private entity) and as such there shall be no Federal Acquisition Regulations (FARs), DFARS, CFRs, or any other government procurement regulations of any kind which apply to this Agreement, except those regulations expressly accepted in writing by Automated Logic. In addition, Automated Logic will not agree to provide or certify cost or pricing data nor will Automated Logic agree to comply with the Cost Accounting Standards (CAS). Automated Logic refers to FAR 52.244-6, "Subcontracts for Commercial Items and Commercial Components."

16. **HAZARDOUS MATERIALS** – If Automated Logic encounters any asbestos or other hazardous material while performing this Agreement, Automated Logic may suspend its work and remove its employees from the project, until such material and any hazards associated with it are abated. The time for Automated Logic's performance shall be extended accordingly, and Automated Logic shall be compensated for the delay.

17. **OCCUPATIONAL SAFETY AND HEALTH** – Automated Logic and Customer agree to notify each other immediately upon becoming aware of an inspection under, or any alleged violation of, the Occupational Safety and Health Act ("OSHA") relating in any way to the performance of work under this Agreement, the project or the job site.

18. **ENTIRE AGREEMENT, ASSIGNMENT and MODIFICATION** - This Agreement contains the complete and exclusive statement of the agreement between Automated Logic and Customer and supersedes all previous or contemporaneous, oral or written, statements. Customer may assign this Agreement only with Automated Logic's prior written consent. No change, modification, amendment or waiver of any of the terms or conditions of this Agreement shall be binding upon the parties unless made in writing and duly executed by both parties hereto.

19. **CUSTOMER CONSENT** - Customer consents and agrees that Automated Logic may, from time to time, publicize Automated Logic related projects with Customer, including the value of such projects, in all forms and media for advertising, trade, and any other lawful purposes.

20. **FOR WORK BEING PERFORMED IN CALIFORNIA** - Contractors are required by law to be licensed and regulated by the Contractors' State License Board which has jurisdiction to investigate complaints against contractors if a complaint regarding a patent act or omission is filed within four years of the date of the alleged violation. A complaint regarding a latent act or omission pertaining to structural defects must be filed within 10 years of the date of the alleged violation. Any questions concerning a contractor may be referred to the Registrar, Contractors' State License Board, P.O. Box 26000, Sacramento, California 95826.

21. **INTELLECTUAL PROPERTY** – Notwithstanding anything to the contrary stated herein, Automated Logic retains ownership of its intellectual property and no license to Automated Logic's intellectual property is granted except as necessary for Customer to use any deliverables and/or services provided hereunder.

22. **DATA PRIVACY** – Each party will comply with applicable data privacy laws governing personal information collected and processed under this Agreement.

23. **REMOTE MONITORING**

(a) **DATA RIGHTS** - Customer hereby grants and agrees to grant to Automated Logic a worldwide, non-exclusive, non-terminable, irrevocable, perpetual, paid-up, royalty free license to any Source Data, with the right to sub-license to its affiliates and suppliers for (i) Automated Logic's performance of services pursuant to this Agreement, (ii) the improvement of Automated Logic services, and Automated Logic's Analytics Platform; (iii) improving product performance, operation, reliability, and maintainability; (iv) to create, compile, and/or use datasets and/or statistics for the purposes of benchmarking, development of best practices, product improvement; (v) the provision of services to third parties, (vi) research, statistical, and marketing purposes, and/or (vii) in support of Automated Logic agreements.

Source Data – shall mean data that is produced directly from a system, or device and received at a collection point or a central server (e.g. a Automated Logic's database, data lake, or third party cloud service). Analytics Platform – shall mean server algorithms or web interface systems used to (i) interpret, convert, manipulate, or calculate data, (ii) perform data processing, and/or (iii) the delivery of data to Automated Logic, affiliates or suppliers of Automated Logic, and/or Customer.

(b) **RETURN OF DATA** - Customer understands and acknowledges that Automated Logic will collect Source Data that will be stored on and/or transmitted to Automated Logic's servers and to suppliers or affiliates that are contracted by Automated Logic and used to transmit, process, extract or store such Source Data for purposes of Automated Logic's performance of the service in accordance with this Agreement. Once such data and information has been stored and/or transmitted to Automated Logic's servers, Customer agrees that such data and information shall become part of Automated Logic's database and therefore subject to the license terms under section 23(a).

(c) **DATA DELIVERY** - During the term of the Agreement Customer shall (i) make reasonable efforts to ensure that the hardware remains powered on, (ii) avoid intentional action to impede, block or throttle collection and transmission of Source Data by Automated Logic, and (iii) avoid intentional action to disable, turn off, or remove the data collection hardware or software without Automated Logic's express written consent, which consent shall not be unreasonably withheld.



Book	Board Policy Manual
Section	800 Operations
Title	Child Abuse
Code	806
Status	

## Legal

1. [24 P.S. 1205.6](#)
2. [23 Pa. C.S.A. 6301 et seq](#)
3. Pol. 333 - Professional Development
4. Pol. 818 - Contracted Services
5. [23 Pa. C.S.A. 6303](#)
6. [24 P.S. 111](#)
7. [23 Pa. C.S.A. 6344](#)
8. [18 Pa. C.S.A. 7508.2](#)
9. [42 Pa. C.S.A. 9799.12](#)
10. [42 Pa. C.S.A. 9799.24](#)
11. [23 Pa. C.S.A. 6311](#)
12. Pol. 302 - Employment of Superintendent/Assistant Superintendent
13. Pol. 304 - Employment of District Staff
14. Pol. 305 - Employment of Substitutes
15. Pol. 306 - Employment of Summer School Staff
16. [23 Pa. C.S.A. 6344.3](#)
17. [23 Pa. C.S.A. 6344.4](#)
18. Pol. 309 - Assignment and Transfer
19. Pol. 916 - Volunteers
20. Pol. 317.1 - Educator Misconduct
21. [24 P.S. 2070.1a](#)
22. Pol. 824 - Maintaining Professional Adult/Student Boundaries
23. [23 Pa. C.S.A. 6318](#)
24. [23 Pa. C.S.A. 6319](#)
25. [18 Pa. C.S.A. 4906.1](#)
26. [18 Pa. C.S.A. 4958](#)
27. [23 Pa. C.S.A. 6320](#)
28. [23 Pa. C.S.A. 6305](#)
29. [23 Pa. C.S.A. 6313](#)
30. [23 Pa. C.S.A. 6314](#)
31. [24 P.S. 1302.1-A](#)
32. [24 P.S. 1303-A](#)
33. [22 PA Code 10.2](#)
34. [22 PA Code 10.21](#)
35. [22 PA Code 10.22](#)
36. Pol. 805.1 - Relations with Law Enforcement Agencies
37. [23 Pa. C.S.A. 6346](#)
38. [23 Pa. C.S.A. 6368](#)
- [24 P.S. 1301-A et seq](#)
- [22 PA Code 10.1 et seq](#)

## **Authority**

The Board requires district employees, independent contractors and volunteers to comply with identification and reporting requirements for suspected child abuse, as well as the training requirement for recognition and reporting of child abuse in order to comply with the Child Protective Services Law and the School Code. [\[1\]](#)[\[2\]](#)[\[3\]](#)[\[4\]](#)

## **Definitions**

The following words and phrases, when used in this policy, shall have the meaning given to them in this section:

Administrator - the person responsible for the administration of a district school. The term includes a person responsible for employment decisions in a school. The principal of the school where the abused student is enrolled will serve as the administrator under this policy. [\[10\]](#)

Adult - an individual eighteen (18) years of age or older. [\[5\]](#)

Applicant - an individual who applies for a position as a school employee. The term includes an individual who transfers from one classification of employment to another classification of employment within the school district. [\[9\]](#)[\[10\]](#)[\[11\]](#)[\[12\]](#)[\[13\]](#)

Bodily injury - impairment of physical condition or substantial pain. [\[5\]](#)

Certifications - refers to the child abuse history clearance statement and state and federal criminal history background checks required by the Child Protective Services Law and/or the School Code. [\[6\]](#)[\[7\]](#)

Child - an individual under eighteen (18) years of age. [\[5\]](#)

Child abuse - intentionally, knowingly or recklessly doing any of the following: [\[5\]](#)

1. Causing bodily injury to a child through any recent act or failure to act.
2. Fabricating, feigning or intentionally exaggerating or inducing a medical symptom or disease which results in a potentially harmful medical evaluation or treatment to the child through any recent act.
3. Causing or substantially contributing to serious mental injury to a child through any act or failure to act or a series of such acts or failures to act.
4. Causing sexual abuse or exploitation of a child through any act or failure to act.
5. Creating a reasonable likelihood of bodily injury to a child through any recent act or failure to act.
6. Creating a likelihood of sexual abuse or exploitation of a child through any recent act or failure to act.
7. Causing serious physical neglect of a child.
8. Engaging in any of the following recent acts:
  - a. Kicking, biting, throwing, burning, stabbing or cutting a child in a manner that endangers the child.
  - b. Unreasonably restraining or confining a child, based on consideration of the method,

location or the duration of the restraint or confinement.

- c. Forcefully shaking a child under one (1) year of age.
  - d. Forcefully slapping or otherwise striking a child under one (1) year of age.
  - e. Interfering with the breathing of a child.
  - f. Causing a child to be present during the operation of methamphetamine laboratory, provided that the violation is being investigated by law enforcement. [\[8\]](#)
  - g. Leaving a child unsupervised with an individual, other than the child's parent, who the actor knows or reasonably should have known was required to register as a Tier II or Tier III sexual offender or has been determined to be a sexually violent predator or sexually violent delinquent. [\[9\]](#) [\[10\]](#)
9. Causing the death of the child through any act or failure to act.

The term child abuse does not include physical contact with a child that is involved in normal participation in physical education, athletic, extracurricular or recreational activities. Also excluded from the meaning of the term child abuse is the use of reasonable force by a person responsible for the welfare of a child for purposes of supervision, control or safety, provided that the use of force:

- 1. Constitutes incidental, minor or reasonable physical contact in order to maintain order and control;
- 2. Is necessary to quell a disturbance or remove a child from the scene of a disturbance that threatens property damage or injury to persons;
- 3. Is necessary for self-defense or defense of another;
- 4. Is necessary to prevent the child from self-inflicted physical harm; or
- 5. Is necessary to gain possession of weapons, controlled substances or other dangerous objects that are on the person of the child or in the child's control.

Direct contact with children - the possibility of care, supervision, guidance or control of children or routine interaction with children. [\[1\]](#)

Independent contractor - an individual other than a school employee who provides a program, activity or service who is otherwise responsible for the care, supervision, guidance or control of children pursuant to a contract. The term does not apply to administrative or other support personnel unless the administrative or other support personnel have direct contact with children. [\[5\]](#) [\[11\]](#)

Perpetrator - a person who has committed child abuse and is a parent/guardian of the child; a spouse or former spouse of the child's parent/guardian; a paramour or former paramour of the child's parent/guardian; an individual fourteen (14) years of age or older who is responsible for the child's welfare or who has direct contact with children as an employee of child-care services, a school or through a program activity or service; an individual fourteen (14) years of age or older who resides in the same home as the child; or an adult who does not reside in the same home as the child but is related within the third degree of consanguinity or affinity by birth or adoption to the child. Only the following may be considered a perpetrator solely based upon a failure to act: a parent/guardian of the child; a spouse or former spouse of the child's parent/guardian; a paramour or former paramour of the child's parent/guardian; an adult responsible for the child's welfare; or an adult who resides in the same home as the child. [\[5\]](#)

Person responsible for the child's welfare - a person who provides permanent or temporary care, supervision, mental health diagnosis or treatment, training or control of a child in lieu of parental



care, supervision and control. [\[5\]](#)

Program, activity or service - any of the following in which children participate and which is sponsored by a school or a public or private organization: [\[5\]](#)

1. A youth camp or program.
2. A recreational camp or program.
3. A sports or athletic program.
4. A community or social outreach program.
5. An enrichment or educational program.
6. A troop, club or similar organization.

Recent act or failure to act - any act or failure to act committed within two (2) years of the date of the report to the Department of Human Services of the Commonwealth or county agency. [\[5\]](#)

Routine interaction - regular and repeated contact that is integral to a person's employment or volunteer responsibilities. [\[5\]](#)

School employee - an individual who is employed by a school or who provides a program, activity or service sponsored by a school. The term does not apply to administrative or other support personnel unless the administrative or other support personnel have direct contact with children. [\[5\]](#)

Serious mental injury - a psychological condition, as diagnosed by a physician or licensed psychologist, including the refusal of appropriate treatment, that: [\[5\]](#)

1. Renders a child chronically and severely anxious, agitated, depressed, socially withdrawn, psychotic or in reasonable fear that the child's life or safety is threatened.
2. Seriously interferes with a child's ability to accomplish age-appropriate developmental and social tasks.

Serious physical neglect - any of the following when committed by a perpetrator that endangers a child's life or health, threatens a child's well-being, causes bodily injury or impairs a child's health, development or functioning: [\[5\]](#)

1. A repeated, prolonged or egregious failure to supervise a child in a manner that is appropriate considering the child's developmental age and abilities.
2. The failure to provide a child with adequate essentials of life, including food, shelter or medical care.

Sexual abuse or exploitation - any of the following: [\[5\]](#)

1. The employment, use, persuasion, inducement, enticement or coercion of a child to engage in or assist another individual to engage in sexually explicit conduct, which includes, but is not limited to, the following:
  - a. Looking at the sexual or other intimate parts of a child or another individual for the purpose of arousing or gratifying sexual desire in any individual.
  - b. Participating in sexually explicit conversation either in person, by telephone, by computer or by a computer-aided device for the purpose of sexual stimulation or gratification of any individual.

- c. Actual or simulated sexual activity or nudity for the purpose of sexual stimulation or gratification of any individual.
- d. Actual or simulated sexual activity for the purpose of producing visual depiction, including photographing, videotaping, computer depicting or filming.

The conduct described above does not include consensual activities between a child who is fourteen (14) years of age or older and another person who is fourteen (14) years of age or older and whose age is within four (4) years of the child's age.

2. Any of the following offenses committed against a child: rape; statutory sexual assault; involuntary deviate sexual intercourse; sexual assault; institutional sexual assault; aggravated indecent assault; indecent assault; indecent exposure; incest; prostitution; sexual abuse; unlawful contact with a minor; or sexual exploitation.

Student - an individual enrolled in a district school under eighteen (18) years of age. [\[5\]](#)

Volunteer - an unpaid adult individual, who, on the basis of the individual's role as an integral part of a regularly scheduled program, activity or service is a person responsible for the child's welfare or has direct contact with children. [\[11\]](#)

### **Delegation of Responsibility**

In accordance with Board policy, the Superintendent or designee shall:

1. Require each candidate for employment to submit an official child abuse clearance statement and state and federal criminal history background checks (certifications) as required by law. [\[6\]](#)[\[7\]](#)[\[12\]](#)[\[13\]](#)[\[14\]](#)[\[15\]](#)
2. Require each applicant for transfer or reassignment to submit the required certifications unless the applicant is applying for a transfer from one position as a district employee to another position as a district employee of this district and the applicant's certifications are current. [\[16\]](#)[\[17\]](#)[\[18\]](#)

School employees and independent contractors shall obtain and submit new certifications every sixty (60) months. [\[17\]](#)

Certification requirements for volunteers are addressed separately in Board Policy 916. [\[19\]](#)

The Superintendent or designee shall annually inform students, parents/guardians, independent contractors, volunteers and staff regarding the contents of this Board policy.

The Superintendent or designee shall annually notify district staff, independent contractors, and volunteers of their responsibility for reporting child abuse in accordance with Board policy and administrative regulations.

### **Guidelines**

#### Training

The school district, and independent contractors of the school district, shall provide their employees who have direct contact with children with mandatory training on child abuse recognition and reporting. The training shall include, but not be limited to, the following topics: [\[1\]](#)[\[20\]](#)[\[3\]](#)[\[4\]](#)

1. Recognition of the signs of abuse and sexual misconduct and reporting requirements for suspected abuse and sexual misconduct.
2. Provisions of the Educator Discipline Act, including mandatory reporting requirements. [\[21\]](#)[\[20\]](#)

3. District policy related to reporting of suspected abuse and sexual misconduct.

4. Maintenance of professional and appropriate relationships with students. [22]

Employees are required to complete a minimum of three (3) hours of training every five (5) years. [1]

### Duty to Report

School employees, independent contractors and volunteers shall make a report of suspected child abuse if they have reasonable cause to suspect that a child is the victim of child abuse under any of the following circumstances: [11]

1. The school employee, independent contractor or volunteer comes into contact with the child in the course of employment, occupation and the practice of a profession or through a regularly scheduled program, activity or service.
2. The school employee, independent contractor or volunteer is directly responsible for the care, supervision, guidance or training of the child.
3. A person makes a specific disclosure to a school employee, independent contractor or volunteer that an identifiable child is the victim of child abuse.
4. An individual fourteen (14) years of age or older makes a specific disclosure to a school employee, independent contractor or volunteer that s/he has committed child abuse.

A child is not required to come before the school employee, independent contractor or volunteer in order for that individual to make a report of suspected child abuse. [11]

A report of suspected child abuse does not require the identification of the person responsible for the child abuse. [11]

Any person who, in good faith, makes a report of suspected child abuse, regardless of whether the report is required, cooperates with an investigation, testifies in a proceeding, or engages in other action authorized by law shall have immunity from civil and criminal liability related to those actions. [23]

Any person required to report child abuse who willfully fails to do so may be subject to disciplinary action and criminal prosecution. [24]

Any person who intentionally or knowingly makes a false report of child abuse or intentionally or knowingly induces a child to make a false claim of child abuse may be subject to disciplinary action and criminal prosecution. [25]

Any person who engages in intimidation, retaliation, or obstruction in the making of a child abuse report or the conducting of an investigation into suspected child abuse may be subject to disciplinary action and criminal prosecution. [26]

The district shall not discriminate or retaliate against any person for making, in good faith, a report of suspected child abuse. [27]

### Reporting Procedures

School employees, independent contractors or volunteers who suspect child abuse shall immediately make a written report of suspected child abuse using electronic technologies ([www.compass.state.pa.us/cwis](http://www.compass.state.pa.us/cwis)) or an oral report via the statewide toll-free telephone number (1-800-932-0313). A person making an initial oral report of suspected child abuse must also submit a written electronic report within forty-eight (48) hours after the oral report. Upon receipt of an electronic report, the electronic reporting system will automatically respond with a confirmation, providing the district with a written record of the report. [28][11][29]

A school employee, independent contractor or volunteer who makes a report of suspected child abuse shall immediately, after making the initial report, notify the school principal and if the initial report was made electronically, also provide the principal with a copy of the report confirmation. The school principal shall then immediately notify the Superintendent or designee that a child abuse report has been made and if the initial report was made electronically, also provide a copy of the report confirmation. [\[28\]](#)[\[11\]](#)[\[29\]](#)

When a report of suspected child abuse is made by a school employee, independent contractor or volunteer as required by law, the school district is not required to make more than one (1) report. An individual otherwise required to make a report who is aware that an initial report has already been made by a school employee, independent contractor or volunteer is not required to make an additional report. The person making an initial oral report is responsible for making the follow-up written electronic report within forty-eight (48) hours, and shall provide the school principal with a copy of the report confirmation promptly after the written electronic report has been filed. The principal shall in turn provide a copy of the report confirmation to the Superintendent or designee. [\[28\]](#)[\[11\]](#)[\[29\]](#)

When necessary to preserve potential evidence of suspected child abuse, a school employee may, after the initial report is made, take or cause to be taken photographs of the child who is the subject of the report. Any such photographs shall be sent to the county agency at the time the written report is sent or within forty-eight (48) hours after a report is made by electronic technologies or as soon thereafter as possible. The school principal shall be notified whenever such photographs are taken. [\[30\]](#)

If the Superintendent or designee reasonably suspects that conduct being reported involves an incident required to be reported under the Safe Schools Act, the Superintendent or designee shall inform local law enforcement, in accordance with applicable law, regulations and Board policy. [\[31\]](#)[\[32\]](#)[\[33\]](#)[\[34\]](#)[\[35\]](#)[\[36\]](#)

#### Investigation

The school principal shall facilitate the cooperation with the Department of Human Services of the Commonwealth or the county agency investigating a report of suspected child abuse, including permitting authorized personnel to interview the child while in attendance at school. [\[11\]](#)[\[37\]](#)

Upon notification that an investigation involves suspected child abuse by a school employee, the principal shall immediately implement a plan of supervision or alternative arrangement that has been approved by the Superintendent for the school employee under investigation. The plan of supervision or alternative arrangement shall be submitted to the county agency for approval. [\[38\]](#)



Book	Board Policy Manual
Section	700 Property
Title	Facilities and Workplace Safety
Code	705
Status	
Legal	<ol style="list-style-type: none"> <li>1. Pol. 103.1 - Nondiscrimination - Qualified Students with Disabilities</li> <li>2. Pol. 113 - Special Education</li> <li>3. Pol. 113.1 - Discipline of Students with Disabilities</li> <li>4. Pol. 218 - Student Discipline</li> <li>5. Pol. 317 - Conduct/Disciplinary Procedures</li> <li>6. Pol. 907 - School Visitors</li> <li>7. Pol. 805 - Emergency Preparedness</li> <li>8. 24 P.S. 223</li> <li>9. 34 PA Code 129.1001 et seq</li> <li>10. 72 P.S. 1722-J</li> <li>11. 77 P.S. 1038.2</li> <li>24 P.S. 510</li> <li>24 P.S. 1517</li> <li>24 P.S. 1518</li> </ol>

### **Purpose**

The Board recognizes that district facilities must be maintained and operated in a condition that prioritizes the safety of students, staff and visitors.

### **Authority**

The Board directs the district to provide facilities and equipment for the safe conduct of the educational programs and operations of the schools, in accordance with guidance issued by state and local officials, and the Board-approved health and safety plan.

The Board requires that all students, staff and visitors adhere to state and local health and safety orders, Board policy, administrative regulations and Board-approved plans requiring face coverings or other protective devices where needed for safety purposes. Violation of this policy and school safety rules may result in disciplinary action, in accordance with law, regulations or Board policy, or denial of entry to district buildings and property, except where accommodations are deemed reasonable and necessary for individuals with disabilities or for medical conditions. **[1][2][3][4][5][6]**

### **Delegation of Responsibility**

The Superintendent or designee shall periodically review and evaluate district health and safety rules and health and safety plans, as necessary.[7]

Administrators shall ensure that all staff and students are informed of health and safety rules at the beginning of the school year and whenever conditions and requirements change. Administrators shall provide ongoing education and post signage to assist staff and students in complying with health and safety rules.[7]

## **Guidelines**

### Certified Workplace Safety Committee

A workplace safety committee shall be established to promote the district's goals concerning safe schools.[8][9][10][11]

The workplace safety committee shall be composed of a minimum of four (4) members, including two (2) district administrators and two (2) employee representatives.

If the number of members on the workplace safety committee exceeds four (4), the committee shall be composed of an equal number of administrators and employees unless otherwise agreed upon by both groups. The district administrators shall not constitute a majority of the workplace safety committee.

It shall be the responsibility of the workplace safety committee to:

1. Evaluate the current safety program.
2. Establish procedures for conducting and documenting the findings of periodic inspections to locate and identify safety and health hazards.
3. Make recommendations to correct hazards.
4. Review, in a timely manner, incident and accident report and investigation forms.
5. Conduct follow-up evaluations on the effectiveness of new health and safety equipment or safety procedures.

A quorum of the workplace safety committee members shall meet at least once a month.

The workplace safety committee shall develop and maintain operating procedures, membership lists, committee meeting agendas, attendance lists and minutes of each meeting.

All decisions of the committee shall be made by majority vote of members present.

The Superintendent or designee shall ensure that a qualified trainer provides all committee members with adequate, annual training in safety committee structure and operation, hazard detection and inspection, and accident and illness prevention and investigation.

The Superintendent or designee shall maintain written records of workplace safety committee training.



Book	Board Policy Manual
Section	800 Operations
Title	School Calendar
Code	803
Status	
Legal	<ol style="list-style-type: none"> <li>1. 24 P.S. 1501</li> <li>2. 24 P.S. 1501.9</li> <li>3. 24 P.S. 1502</li> <li>4. 24 P.S. 1503</li> <li>5. 24 P.S. 1504</li> <li>6. 24 P.S. 1506</li> <li>7. 22 PA Code 11.2</li> <li>8. 22 PA Code 4.4</li> <li>9. 22 PA Code 11.1</li> <li>10. 24 P.S. 520.1</li> <li>11. Pol. 006 - Meetings</li> <li>12. Pol. 805 - Emergency Preparedness</li> </ol>

### **Purpose**

The Board recognizes that preparation of an annual school calendar is necessary for the efficient operation of the district.

### **Authority**

The Board shall determine annually the days and the hours when the schools will be in session for instructional purposes, in accordance with state law and regulations. This may include, as appropriate, activities qualifying as instructional days under the direction of certified school employees for fulfilling the minimum required days of instruction under law and regulations.[\[1\]](#)[\[2\]](#)[\[3\]](#)[\[4\]](#)[\[5\]](#)[\[6\]](#)[\[7\]](#)

The school calendar shall normally consist of a minimum of 180 student days.[\[1\]](#)[\[8\]](#)[\[9\]](#)

The Board reserves the right to alter the school calendar when it is in the best interests of the district.

When an emergency arises, which the Board could not anticipate or foresee, and such emergency results in the district being unable to provide for the in-person attendance of all students during the established length of school days, number of days per week or hours of classes, the Board may

establish temporary provisions during the period of emergency. During an open regular or special Board meeting, the Board shall take action to identify the emergency and establish the temporary provisions. Such action shall be recorded in the Board minutes for the open meeting and certified with the Secretary of Education in the form prescribed by the PA Department of Education for review or approval. The Board shall enact the temporary provisions in response to the emergency, which may remain in effect for a period of no more than four (4) years.[\[10\]](#)[\[11\]](#)

Temporary provisions established in accordance with law may include but are not limited to:[\[10\]](#)

1. Keeping schools in session such days and number of days per week as the Board deems necessary, which shall include maintaining the requirement for a minimum of 180 student days.
2. Reducing the length of time of daily instruction for courses and classes.
3. Implementing remote and other alternative methods of delivering instruction under the direction of certified school employees.[\[7\]](#)

### **Delegation of Responsibility**

The Superintendent shall annually prepare a school calendar for Board consideration.

The Superintendent or designee shall document alterations to the school calendar and any temporary provisions established in response to a designated emergency in accordance with law, regulations, guidance from the PA Department of Education or Board policy.[\[12\]](#)





Book	Board Policy Manual
Section	900 Community
Title	Public Attendance at School Events
Code	904
Status	
Legal	<ol style="list-style-type: none"> <li>1. 18 Pa. C.S.A. 6305</li> <li>2. 18 Pa. C.S.A. 6306.1</li> <li>3. 20 U.S.C. 7118</li> <li>4. Pol. 351 - Drug and Substance Abuse</li> <li>5. 24 P.S. 511</li> <li>6. 24 P.S. 775</li> <li>7. Pol. 705 - Facilities and Workplace Safety</li> <li>8. 20 U.S.C. 7973</li> <li>9. 24 P.S. 510.2</li> <li>10. 24 P.S. 1303-A</li> <li>11. Pol. 805.1 - Relations with Law Enforcement</li> <li>12. 22 PA Code 10.2</li> <li>13. 22 PA Code 10.22</li> <li>14. 24 P.S. 1302.1-A</li> <li>15. 28 CFR 35.136</li> <li>16. 43 P.S. 953</li> <li>17. Pol. 718 - Service Animals in Schools</li> <li>20 U.S.C. 7971 et seq</li> <li>28 CFR Part 35</li> </ol>

### **Purpose**

The Board welcomes the public at activities and events sponsored by the school district, but the Board also acknowledges its duty to maintain order and preserve school facilities and health and safety during such events. This policy establishes conditions, restrictions and procedures to regulate public attendance and conduct at school and school-sponsored activities.

### **Definition**

State law defines the term tobacco product to broadly encompass not only tobacco but also vaping products including the product marketed as Juul and other electronic cigarettes (e-cigarettes).

Tobacco products, for purposes of this policy and in accordance with law, shall be defined to include the following:[\[1\]](#)[\[2\]](#)

1. Any product containing, made or derived from tobacco or nicotine that is intended for human consumption, whether smoked, heated, chewed, absorbed, dissolved, inhaled, snorted, sniffed or ingested by any other means, including, but not limited to, a cigarette, cigar, little cigar, chewing tobacco, pipe tobacco, snuff and snus.
2. Any electronic device that delivers nicotine or another substance to a person inhaling from the device, including, but not limited to, electronic nicotine delivery systems, an electronic cigarette, a cigar, a pipe and a hookah.
3. Any product containing, made or derived from either:
  - a. Tobacco, whether in its natural or synthetic form; or
  - b. Nicotine, whether in its natural or synthetic form, which is regulated by the United States Food and Drug Administration as a deemed tobacco product.
4. Any component, part or accessory of the product or electronic device listed in this definition, whether or not sold separately.

The term tobacco product does not include the following:[\[1\]](#)[\[2\]](#)

1. A product that has been approved by the United States Food and Drug Administration for sale as a tobacco cessation product or for other therapeutic purposes where the product is marketed and sold solely for such approved purpose, as long as the product is not inhaled.
2. A device, included under the definition of tobacco product above, if sold by a dispensary licensed in compliance with the Medical Marijuana Act. *Federal law requires the district to maintain a drug-free environment, at which marijuana of any kind is prohibited.* [\[3\]](#)[\[4\]](#)

### **Authority**

The Board has the authority to prohibit at a school event the attendance of any individual whose conduct may constitute a disruption. The Superintendent or designee and building principal may limit attendance to designated areas or may limit the number of attendees to school events when necessary to protect the health and safety of students, staff and the public, in accordance with Board-approved health and safety plans and guidance from state and local officials.

The Board prohibits gambling and the possession and use of controlled substances prohibited by state or federal law, alcoholic beverages and weapons on school premises.[\[5\]](#)[\[6\]](#)

Attendees shall be informed of the district's health and safety rules through announcements and posting of appropriate signage. Health and safety rules must be followed prior to entry and while attendees are in school buildings and on school property, in accordance with Board policy, district procedures, the Board-approved health and safety plans and guidance from state and local officials. [\[7\]](#)

### **Tobacco and Vaping Products**

The Board prohibits use of tobacco and vaping products, including the product marketed as Juul and other e-cigarettes, by any persons at any time in a school building; on school buses or other vehicles that are owned, leased or controlled by the school district; or on property owned, leased or controlled by the school district.[\[2\]](#)[\[8\]](#)

This policy does not prohibit possession of tobacco and vaping products, including the product marketed as Juul and other e-cigarettes, by members of the public of legal age at school or school-

sponsored activities.

The Board deems it to be a violation of this policy for an individual in attendance at school or a school-sponsored activity to furnish a tobacco or vaping product, including the product marketed as Juul or any other e-cigarette, to a minor.[\[1\]](#)

### **Delegation of Responsibility**

A schedule of fees for attendance at school events shall be prepared by the Superintendent or designee and adopted by the Board.

The Superintendent shall ensure that this policy is posted on the district's publicly accessible website.[\[9\]](#)

### **Reports**

#### *Office for Safe Schools Report –*

The Superintendent shall annually, by July 31, report all incidents of prohibited possession, use or sale of tobacco and vaping products, including Juuls and other e-cigarettes, by any person on school property to the Office for Safe Schools on the required form.[\[10\]](#)[\[11\]](#)

#### *Law Enforcement Incident Report –*

In accordance with state law and regulations, the procedures set forth in the memorandum of understanding with local law enforcement and Board policies, the Superintendent or designee may report to the school police, School Resource Officer (SRO) or to the local police department that has jurisdiction over the school's property, the use or sale of tobacco or vaping products, including Juuls and other e-cigarettes, by any person in a school building; on a school bus or other vehicles that are owned, leased or controlled by the school district; or on any property owned leased or controlled by the school district.[\[1\]](#)[\[2\]](#)[\[10\]](#)[\[11\]](#)[\[12\]](#)[\[13\]](#)[\[14\]](#)

### **Guidelines**

A schedule of fees for attendance at school events shall be prepared by the Superintendent or designee and adopted by the Board.

### **Service Animals**

Individuals with disabilities may be accompanied by their service animals while on district property for events that are open to the general public in accordance with Board policy and state and federal laws and regulations.[\[15\]](#)[\[16\]](#)[\[17\]](#)

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Book	Board Policy Manual
Section	900 Community
Title	School Visitors
Code	907
Status	
Legal	<ol style="list-style-type: none"> <li>1. 24 P.S. 510</li> <li>2. Pol. 705 - Facilities and Workplace Safety</li> <li>3. Pol. 709 - Building Security</li> <li>4. 22 PA Code 14.108</li> <li>5. 24 P.S. 2402 (Military Uniform)</li> <li>6. Pol. 250 - Student Recruitment</li> </ol>

### **Authority**

The Board welcomes and encourages interest in district educational programs and other school-related activities. The Board recognizes that such interest may result in visits to school by parents/guardians, adult residents, educators and other officials. To ensure order in the schools and to protect students and employees, it is necessary for the Board to establish policy governing school visits.[\[1\]](#)

### **Delegation of Responsibility**

The Superintendent or designee and building principal have the authority to prohibit the entry of any individual to a district school, in accordance with Board guidelines and state and federal law and regulations.

The Superintendent or designee and building principal may limit visitors to designated areas or may limit the number of visitors to a district school when necessary to protect the health and safety of students, staff and the public.

The Superintendent or designee shall develop administrative regulations to implement this policy and control access to school buildings and school classrooms.

### **Guidelines**

Persons wishing to visit a school should make arrangements in advance with the school office in that building.

Upon arrival at the school, visitors must register at the office where they must provide any required information or identification to protect the health and safety of students, staff and the school community, as well as sign in and sign out, receive a badge and receive instructions. Including being

informed of the school's health and safety rules, which must be followed prior to entry and while the visitor is in the school building and on school property.[2]

Only one (1) designated entrance that is monitored and capable of controlling visitor entry shall be used by visitors to the school. All other entrances shall be locked.[3]

All staff members shall be responsible for requiring a visitor demonstrate that the visitor has a visitor's pass, has registered at the school office and received authorization to be present for the purpose of conducting business.

No visitor may confer with a student in school without the approval of the building principal.

Should an emergency require that a student be called to the school office to meet a visitor, the building principal or designee shall be present during the meeting.

Failure to comply with this policy shall result in more limited access to the school as determined by the building principal, consistent with Board policies, administrative regulations, school rules and federal and state law and regulations.

### **Classroom Visitations**

Parents/Guardians may request to visit their child's classroom, but the request must be made prior to the visit, in accordance with established administrative regulations.[1][4]

The building principal or program supervisor must grant prior approval for the visit, and shall notify the classroom teacher prior to the visit.

Parents/Guardians shall be limited to one (1) class period per month, per child in the school for classroom visitations, in order to minimize disruption of the classroom schedule and the educational program. Parental participation in classroom activities or programs such as room parents, back-to-school events, and chaperones for field trips shall not constitute a classroom visit for purposes of this policy.

The building principal or program supervisor and classroom teacher have the authority to ask a visitor to leave if the visitor disrupts the classroom routine, educational program or daily schedule, or if a visitor violates Board policy. Failure to leave when asked or repeated, documented disruptions may result in loss of classroom visitation privileges.

### **Military Personnel**

Members of the active and retired Armed Forces, including the National Guard and Reserves, shall be permitted to:[5][6]

1. Visit and meet with district employees and students when such visit is in compliance with Board policy and district procedures.
2. Wear official military uniforms while on district property.



Book	Board Policy Manual
Section	100 Programs
Title	Lesson Plans
Code	111
Status	
Legal	Pol. 815 - Acceptable Use of Internet, Computers and Network Resources Pol. 814 - Copyright Material Pol. 113 - Special Education 1. 24 P.S. 510

### **Authority**

To ensure consistency and continuity of instruction, the Board requires professional staff members to develop and maintain daily lesson plans.[\[1\]](#)

### **Delegation of Responsibility**

To facilitate more effective instruction, lesson plans must be prepared in advance. Lesson plans shall be inspected and must conform to the guidelines established by the building principal.

Teachers shall make thorough preparation for all daily lessons and shall prepare written plans reflecting such preparation.

Teachers are to provide adequate directions for substitutes, the purpose of which shall be to continue the instructional program or provide a meaningful educational alternative that relates to the subject area.

Lesson plans must be available for immediate access by assigned substitute teachers.

### **Guidelines**

Guidelines for implementation of this policy shall include:

1. The format for lesson plans shall be decided at the building level and across similar grade bands.
2. While teachers are required to be thoroughly prepared for each daily lesson, plans may be prepared for each lesson or on a long-term basis, i.e. unit of work, whichever is most appropriate.
3. Material to be used in a lesson, such as printed or digital material and audiovisual resources may serve as an integral part of the plan.

4. Lesson plans for individualized programs should reflect a general overview and purpose of the instructional program; individual student plans or records may serve as an integral part of the lesson plan.



Book	Board Policy Manual
Section	100 Programs
Title	Guidance Counseling
Code	112
Status	
Legal	<ol style="list-style-type: none"> <li>1. 22 PA Code 4.34</li> <li>2. 22 PA Code 12.41</li> <li>3. 22 PA Code 12.16</li> <li>4. Pol. 207 - Confidential Communications of Students</li> <li>5. Pol. 103 - Discrimination/Title IX Sexual Harassment Affecting Students</li> <li>6. Pol. 103.1 - Nondiscrimination - Qualified Students with Disabilities</li> </ol> <p>Pol. 146 - Student Services</p>

### **Purpose**

A guidance counseling program is an integral part of the instructional program of district schools. Such a program can:

1. Assist students in achieving their optimum potential.
2. Enable students to significantly benefit from the offerings of the instructional program.
3. Identify intellectual, emotional, social and physical needs.
4. Aid students in recognizing options and making choices in vocational and academic educational planning. [\[1\]](#)
5. Assist students in identifying career options consistent with their abilities and goals.
6. Help students learn to make their own decisions and to solve problems independently.

### **Authority**

The Board directs that students shall be provided a program of guidance and counseling which involves the coordinated efforts of all staff members, under the professional leadership of certificated guidance and counseling personnel. [\[1\]](#)[\[2\]](#)

### **Delegation of Responsibility**

The Superintendent or designee is directed to implement and maintain a guidance program that serves the needs of students.



**Guidelines**

The district's program of guidance counseling shall:

1. Be an integral part of the instructional program at all levels of the school district.
2. Involve staff members at every appropriate level.
3. Honor the individuality of each student.
4. Be coordinated with services provided by locally available social and human services agencies.  
[3]
5. Cooperate with parents/guardians and address their concerns regarding the development of their child.
6. Provide means for sharing information among appropriate staff members in the best interests of the student.[4]
7. Be available equally to all students.[5][6]
8. Establish a referral system that utilizes resources offered by the school and community, guards the privacy of the student, and monitors the effectiveness of such referrals.



Book	Board Policy Manual
Section	200 Pupils
Title	Immunizations and Communicable Diseases
Code	203
Status	

## Legal

1. 24 P.S. 1303a
2. 28 PA Code 23.81 et seq
3. 28 PA Code 23.82
4. 22 PA Code 11.20
5. 28 PA Code 23.85
6. 28 PA Code 23.83
7. 28 PA Code 23.84
8. Pol. 200 - Enrollment of Students
9. Pol. 251 - Homeless Students
10. Pol. 255 - Educational Stability for Students in Foster Care
11. 28 PA Code 27.77
12. Pol. 201 - Admission of Students
13. 28 PA Code 23.86
14. 28 PA Code 27.71
15. 28 PA Code 27.72
16. Pol. 204 - Attendance
17. Pol. 209 - Health Examinations/Screenings
18. 28 PA Code 27.2
19. 28 PA Code 27.1
20. 28 PA Code 27.23
21. 22 PA Code 4.29
22. 22 PA Code 4.4
23. Pol. 105.1 - Review of Instructional Materials by Parents/Guardians and Students
24. 24 P.S. 1402
25. 24 P.S. 1409
26. 20 U.S.C. 1232g
27. 34 CFR Part 99
28. Pol. 113.4 - Confidentiality of Special Education Student Information
29. Pol. 216 - Student Records
30. Pol. 805 - Emergency Preparedness
- Pol. 105.2 - Exemption from Instruction

**Authority**

In order to safeguard the school community from the spread of certain communicable diseases, the Board requires that guidance and orders from state and local health officials, established Board policy and administrative regulations, and Board-approved health and safety plans be followed by students, parents/guardians and district staff.[\[1\]](#)[\[2\]](#)

**Definitions**

Certificate of Immunization - the official form furnished by the Pennsylvania Department of Health. The certificate is filled out by the parent/guardian or health care provider and signed by the health

care provider, public health official or school nurse or a designee. The certificate is given to the school as proof of full immunization. The school maintains the certificate as the official school immunization record or stores the details of the record in a computer database. [3]

Medical Certificate - the official form furnished by the Pennsylvania Department of Health setting out the immunization plan for a student who is not fully immunized, filled out and signed by a physician, certified registered nurse practitioner or physician assistant, or by a public health official when the immunization is provided by the Department of Health or a local health department, and given to a school as proof that the student is scheduled to complete the required immunizations. [3]

## **Guidelines**

### Immunization

All students shall be immunized against specific diseases in accordance with state law and regulations, unless specifically exempt for religious or medical reasons. [1][2][4]

A certificate of immunization shall be maintained as part of the health record for each student, as required by the Pennsylvania Department of Health. [5]

A student shall be exempt from immunization requirements whose parent/guardian objects in writing to such immunization on religious grounds or whose physician certifies that the student's physical condition contraindicates immunization. [1][4][6][7]

A student who has not been immunized in accordance with state regulations shall not be admitted to or permitted to attend district schools, unless exempted for medical or religious reasons, provisionally admitted by the Superintendent or designee after beginning a multiple dose vaccine series and submitting proof of immunization or a medical certificate on or before the fifth school day of attendance, or in accordance with programs or guidance established by the PA Department of Health. [1][4][5][6][7]

Homeless students who have not been immunized or are unable to provide immunization records due to being homeless shall be admitted in accordance with the provisions of applicable law and regulations. [5][8][9]

Foster care students and students transferring into a school within the Commonwealth shall be admitted in accordance with law and regulations, and shall have thirty (30) days to provide proof of immunization, a medical certificate detailing the plan to complete a multiple dose vaccine series or to satisfy the requirements for an exemption. [5][10]

Monitoring of immunization requirements shall be the responsibility of the Superintendent or designee and the school nurse. [1]

Students attending child care group settings located in a school, a pre-kindergarten program or an early intervention program operated by the district shall be immunized in accordance with the Advisory Committee on Immunization Practices (ACIP) standards. [6][11]

The Superintendent or designee shall:

1. Ensure that parents/guardians are informed prior to a student's admission to school, or a grade requiring additional immunizations, of the requirements for immunization, the requisite proof of immunization, exemption available for religious or medical reasons, and means by which such exemptions may be claimed. [1][5][6][7][8][12]
2. Designate school personnel to review student medical certificates in accordance with law and regulations to ensure compliance with full immunization requirements. [3][5]
3. Annually review state standards for immunization and direct the responsible district personnel accordingly.

- Investigate and recommend to the Board district-sponsored programs of immunization that may be warranted to safeguard the health of the school community. Such program shall be subject to Board approval and may be conducted in cooperation with local health agencies.

The Superintendent or designee shall report immunization data electronically to the PA Department of Health by December 31 of each year. If the district is unable to complete the report electronically, the Superintendent or designee shall report the immunization data on the required form to the PA Department of Health by December 15. [\[13\]](#)

### **Communicable Diseases**

The Board directs that students who have been diagnosed by a physician or are suspected of having a disease by the school nurse shall be excluded from school for the period indicated by regulations of the PA Department of Health or guidance from state or local health officials for specified diseases and infectious conditions. [\[14\]](#)[\[15\]](#)[\[16\]](#)[\[17\]](#)

Parents/Guardians shall be notified of this policy at the beginning of the school year, and that during the school year it may be necessary for a student to be excluded from school due to communicable disease. Parents/Guardians of a student needing to be excluded shall be notified and required to come to school or have a designated emergency contact come to school to transport the student home or to an appropriate place of care. Students may return to school when the criteria for readmission following a communicable disease, as set forth in law, regulations or guidance from state or local health officials, have been met. [\[14\]](#)[\[15\]](#)[\[16\]](#)

The Board directs school staff to request emergency contact information from parents/guardians of students at the beginning of each school year and request that it be updated as necessary during the school year.

The school nurse shall report the presence of suspected communicable diseases to the appropriate local health authority, as required by the PA Department of Health. [\[18\]](#)[\[19\]](#)[\[20\]](#)

The Superintendent or designee shall direct that health guidelines, Board-approved health and safety plans, and universal precautions designed to minimize the transmission of communicable diseases be implemented in district schools.

Instruction regarding prevention of communicable and life-threatening diseases shall be provided by the schools in the educational program for all levels, in accordance with state regulations. [\[21\]](#)

Parents/Guardians shall be informed of and be provided opportunities during school hours to review all curriculum materials used in instruction relative to communicable and life-threatening diseases, in accordance with Board policy. [\[21\]](#)[\[22\]](#)[\[23\]](#)

### **Health Records**

A comprehensive health record shall be maintained for each student enrolled in the district. The record shall include the results of required tests, measurements, screenings, regular and special examinations, and medical questionnaires. [\[17\]](#)[\[24\]](#)

All health records shall be confidential, and their contents shall be divulged only when necessary for the health of the student or to a physician at the written request of the parent/guardian. The district may disclose information from health records to appropriate parties in connection with an emergency when necessary to protect the health or safety of the student or other individuals, in accordance with applicable law and Board policy. [\[25\]](#)[\[26\]](#)[\[27\]](#)[\[28\]](#)[\[29\]](#)[\[30\]](#)

### **NOTES:**

List of required immunizations can be found at 28 PA Code Sec. 23.83.





Book	Board Policy Manual
Section	200 Pupils
Title	Health Examinations/Screenings
Code	209
Status	
Legal	<ol style="list-style-type: none"> <li>1. 24 P.S. 1401</li> <li>2. 24 P.S. 1402</li> <li>3. 24 P.S. 1403</li> <li>4. 22 PA Code 12.41</li> <li>5. 24 P.S. 1407</li> <li>6. 28 PA Code 23.1 et seq</li> <li>7. 24 P.S. 1405</li> <li>8. 28 PA Code 23.2</li> <li>9. 20 U.S.C. 1232h</li> <li>10. 24 P.S. 1419</li> <li>11. 28 PA Code 23.45</li> <li>12. 24 P.S. 1406</li> <li>13. 23 Pa. C.S.A. 6311</li> <li>14. Pol. 806 - Child Abuse</li> <li>15. Pol. 203 - Immunizations and Communicable Diseases</li> <li>16. Pol. 103 - Discrimination/Title IX Sexual Harassment Affecting Students</li> <li>17. Pol. 103.1 - Nondiscrimination - Qualified Students with Disabilities</li> <li>18. 24 P.S. 1409</li> <li>19. Pol. 113.4 - Confidentiality of Special Education Student Information</li> <li>20. Pol. 216 - Student Records</li> <li>21. 20 U.S.C. 1232g</li> <li>22. 34 CFR Part 99</li> <li>23. Pol. 805 - Emergency Preparedness</li> <li>24. Pol. 800 - Records Management</li> <li>24 P.S. 1401-1419</li> <li>23 Pa. C.S.A. 6301 et seq</li> </ol>

### **Authority**

In compliance with applicable law and regulations, and Board-approved health and safety plans, the Board shall require that district students submit to health and dental examinations, screenings and health monitoring in order to protect the school community from the spread of communicable disease and to ensure that the student's participation in health, safety and physical education courses meets the student's individual needs and that the learning potential of each student is not lessened by a remediable physical disability.[\[1\]](#)[\[2\]](#)[\[3\]](#)[\[4\]](#)

### **Guidelines**

Each student shall receive a comprehensive health examination conducted by the school physician upon original entry, in sixth grade, and in eleventh grade.[\[2\]](#)[\[4\]](#)[\[5\]](#)

Each student shall receive a comprehensive dental examination conducted by the school dentist upon original entry, in third grade, and in seventh grade.[\[3\]](#)[\[4\]](#)[\[5\]](#)

A private health and/or dental examination conducted at the parents'/guardians' request and expense shall be accepted in lieu of the school examination. The district shall accept reports of privately conducted physical and dental examinations completed within one (1) year prior to a student's entry into the grade where an exam is required.[\[5\]](#)

The school nurse or medical technician shall administer to each student vision tests, hearing tests, tuberculosis tests, other tests deemed advisable, and height and weight measurements, at intervals established by the district. Height and weight measurements shall be used to calculate the student's weight-for-height ratio.[\[2\]](#)[\[4\]](#)[\[6\]](#)

Parents/Guardians of students who are to receive physical and dental examinations or screenings shall be notified. The notice shall include the date and location of the examination or screening and notice that the parents/guardians may attend. The notice shall encourage the parent/guardian to have the examination or screening conducted by the student's private physician or dentist at the parent's/guardian's expense to promote continuity of care. Such statement may also include notification that the student may be exempted from such examination or screening if it is contrary to the parent's/guardian's religious beliefs.[\[7\]](#)[\[8\]](#)[\[9\]](#)

A student who presents a statement signed by the parent/guardian that a health examination is contrary to the student's or parent's/guardian's religious beliefs shall be examined only when the Secretary of Health determines that facts exist indicating that certain conditions would present a substantial menace to the health of others in contact with the student if the student is not examined for those conditions.[\[10\]](#)[\[11\]](#)

Where it appears to school health officials or teachers that a student deviates from normal growth and development, or where school examinations reveal conditions requiring health or dental care, the parent/guardian shall be notified of the apparent need for a special examination by the student's private physician or dentist. The parent/guardian shall report to the school whether a special examination occurred. If the parent/guardian fails to report whether the examination occurred within a reasonable time after being notified of the apparent need and the abnormal condition persists, appropriate school health personnel shall arrange a special health examination for the student.[\[2\]](#)[\[4\]](#)[\[12\]](#)

In the event that the parent/guardian objects to or refuses to obtain a regular or special health or dental examination or refuses to permit the child to be examined as arranged by the school nurse or school physician, the school nurse, in consultation with the school physician, shall determine whether the student appears to have unaddressed health conditions such that under the circumstances the refusal should be reported to the PA Department of Health or other appropriate authorities.

Where school health officials or staff have reasonable cause to suspect that a student may be the victim of child abuse, the school employee shall make a report of suspected child abuse in accordance with law and Board policy.[\[13\]](#)[\[14\]](#)



## **Health Monitoring**

The Board directs district staff to monitor student health in accordance with applicable Board policy and the Board-approved health and safety plan.[15]

A student may request an alternative method of monitoring as a religious accommodation, and designated district staff shall assess and respond to such request in accordance with applicable law, regulations and Board policy. A request for an accommodation that would unreasonably impair safety or cause undue hardship will not be granted.[16]

A student with a health condition that may render a monitoring method ineffective should notify designated staff so that alternative or supplemental methods may be considered.[16][17]

Students who may be exhibiting symptoms that indicate health concerns shall be referred to the school nurse or designated staff for further assessment and response, in accordance with Board policy.[15]

## **Health Records**

The district shall maintain for each student a comprehensive health record which includes a record of immunizations and the results of tests, measurements, regularly scheduled examinations and special examinations.[2]

All health records shall be confidential and shall be disclosed only when necessary for the health of the student or when requested by the parent/guardian, in accordance with law and Board policy.[18][19][20]

The district may disclose information from health records to appropriate parties in connection with an emergency when necessary to protect the health or safety of the student or other individuals, in accordance with applicable law and Board policy.[15][18][19][20][21][22][23]

Designated district staff shall request from the transferring school the health records of students transferring into district schools. Staff shall respond to such requests for the health records of students transferring from district schools to other schools.[18]

The district shall destroy student health records only after the student has not been enrolled in district schools for at least two (2) years.[18][24]

## **Delegation of Responsibility**

The Superintendent or designee shall instruct all staff members to continually observe students for conditions that indicate health concerns or disability and to promptly report such conditions to the school nurse or designated staff.[2]

The Superintendent or designee shall ensure that notice is provided to all parents/guardians regarding the existence of and eligibility for the Children's Health Insurance Program (CHIP).[12]



Book	Board Policy Manual
Section	300 Employees
Title	Telework
Code	309.1
Status	
Legal	<ol style="list-style-type: none"> <li>1. Pol. 805 - Emergency Preparedness</li> <li>2. Pol. 113.4 - Confidentiality of Special Education Student Information</li> <li>3. Pol. 216 - Student Records</li> <li>4. Pol. 324 - Personnel Files</li> <li>5. Pol. 708 - Lending of Equipment and Books</li> <li>6. Pol. 334 - Sick Leave</li> <li>7. Pol. 335 - Family and Medical Leaves</li> <li>8. Pol. 336 - Personal Necessity Leave</li> <li>9. Pol. 339 - Uncompensated Leave</li> <li>10. Pol. 330 - Overtime</li> <li>11. Pol. 332 - Working Periods</li> </ol> <p>Pol. 815 - Acceptable Use of Internet, Computers and Network Resources</p> <p>Pol. 824 - Maintaining Professional Adult/Student Boundaries</p>

### **Purpose**

The Board recognizes that in certain limited circumstances it may be necessary to allow or require district employees to work remotely in order to maintain continuity of district educational programs and operations.[1]

The Board adopts the following policy to establish district rules for employees who telework from a remote work location.

### **Definitions**

Remote work location – a worksite other than an employee’s regularly assigned place of work, typically the employee’s residence.

Telework/Teleworking – the performance of the assigned essential functions of an employee’s job at a remote work location via electronic means in accordance with the employee’s usual expected standards of performance and other approved or agreed-upon terms.

Teleworking agreement – a written agreement that details the terms and conditions to permit an employee to engage in teleworking.

Teleworking employee – a district employee who can perform all of their assigned essential job duties at a remote work location. The employee must have a suitable designated workspace at the remote work location and access to any computer and telecommunications equipment necessary for the completion of tasks.

### **Delegation of Responsibility**

The Board directs the Superintendent or designee to develop procedures that outline circumstances under which employees may telework and the expectations for such employees while teleworking.

### **Guidelines**

#### General Conditions

Employees whose physical presence at their regularly assigned place of work is essential to the performance of their duties may not be permitted to telework.

An employee may not telework as a replacement for leave.[6][7][8][9]

Attendance at the employee's regularly assigned place of work for onsite meetings, conferences, training sessions, and other school business activities may be required on scheduled telework days.

Nonexempt employees shall not be permitted to work overtime or during non-working hours while teleworking without authorization from the employee's immediate supervisor, in accordance with law and Board policy.[10][11]

All teleworking employees shall be subject to and shall comply with the same Board policies, administrative regulations, and standards of conduct as are expected under normal working conditions.

#### Emergency Conditions

In the event that local, state or federal officials, or any similar authority with appropriate jurisdiction, declare an emergency condition that prevents or discourages public gatherings due to a public health or safety concern, or closes school buildings, the Board authorizes individual employees or designated classifications of employees to be permitted to telework in accordance with established procedures or as otherwise directed.[1]

For district employees unable to perform their assigned essential job duties while teleworking, such employees may be required to take any available accrued leave, whether paid or unpaid, in accordance with applicable Board policies or provisions of an administrative compensation plan, individual contract, collective bargaining agreement or Board resolution.[6][7][8][9]