



Apollo-Ridge School Board Legislative Meeting

Apollo-Ridge High School Community Room

Tuesday, November 27, 2018 6:30 p.m.

MINUTES

I. Call Meeting to Order

The meeting was called to order by Board President, Mr. Gregory Primm, at 6:40 p.m. Mrs. Jennie Ivory, Board Secretary, was requested to conduct the roll call and following same, declared a quorum present.

II. Pledge of Allegiance to the Flag

III. Roll Call

- | | |
|--------------------------------|---|
| Board Members Present: | Mr. Gregory Primm, Mr. Dominick Duso, Mr. Rick Fetterman, Mrs. Rebecca Ross, Mrs. Susan Wenckowski |
| Board Members Absent: | Mr. Jim Ferguson, Mr. Paul King, Mr. Dan Obriot, Mr. Forrest Schultz |
| Administrators Present: | Dr. Matthew Curci, Superintendent |
| Administrators Absent: | Not required to attend |
| Guests: | Ms. Sarah Steighner, Leader Times
Mr. Tom Yerace, Valley News Dispatch
Mr. Andrew Jones, AREA / ARHS StuCo
Ms. Cris Kostiuk, President, Apollo-Ridge Education Foundation
Ms. Barbara Hancock, Vice President, Apollo-Ridge Education Foundation
Ms. Amanda Knell, VP Elderton State Bank
Ms. Jamie Laws, Arconic Foundation
Mr. Brody Laws, Elementary Student
Ms. Missi Williams, Apollo-Ridge Education Foundation Volunteer |
| Solicitor: | Dave Mongillo, Esq. |

MEETINGS FROM THE PREVIOUS MONTH

Committee Meeting	Monday, October 15, 2018	(6:35 PM – 8:17 PM)
	Executive Session: Personnel/Legal	(8:18 PM – 8:30 PM)
Legislative Meeting	Monday, October 22, 2018	(6:35 PM – 7:00 PM)

IV. APPROVAL OF MEETING MINUTES

Be it resolved that the Apollo-Ridge Board approves the minutes of the October 22, 2018 Legislative Meeting.

Motion: Mr. Fetterman Second: Mrs. Wenckowski

Voice Vote: 5 AYE 0 NAY

V. BOARD AND SUPERINTENDENT REPORTS

- A. Lenape Vocational Technical School
- Mrs. Wenckowski's report detailed the actions of the November 15, 2018, BOD Meeting.
- Approved a \$1200 architectural study by HHS DR on the entrance area of the school. The study will look at what can be

done regarding a possible new security entrance for the school. This was recommended by the Manor Township Police Department that have officers monitoring the school.

- Accepted a \$2000 donation from the United Methodist Church to purchase clothes for interviewees and presentations for students who cannot afford them.
- Practical nursing students will graduate December 9 and a new class starts January 2.
- As a result of the 2017-2018 audit, member districts were credited with \$547,292, which is more than anticipated.
- Proposals are being considered for use of this money to pay for the schoolwide electrical project set to begin next summer.
- Next Meeting: Thursday, December 20

B. ARIN Intermediate Unit #28

Mrs. Ross commented on the November 20, 2018, JOC Meeting.

- Approved and accepted three resignations, one employment, three changes in employment status, and one volunteer.
- Granted tenure status as applicable
- Accepted Middle School Success: Path to Graduation grant in the amount of \$3500
- Gave Director of Special Education additional supervision responsibilities
- Approved ARIN's Comprehensive Plan for 2019-2022
- Authorized payment of bills through January 2019 meeting
- Next Meeting: January 29, 2018

C. Legislation: No report given in Mr. Obriot's absence.

D. Apollo-Ridge Education Foundation (Mr. Dominick Duso)

- Check Presentations
 - Gala Proceeds: \$21,000
 - EITC Donation: \$10,000
 - Arconic Grant: \$20,000
- Next Trustees Meeting: December 3 @ 5:30 PM
- Reorganization Meeting: January 22, 2019

E. Superintendent Report (Dr. Matthew E. Curci)

- Fall Play Kudos
- Fall Sports Highlights
 - GIRLS' SOCCER – Playoff Appearance First Year in Class 2A
 - FOOTBALL – All Conference
 - Brad Milko - 2nd Team WR
 - Alex Gamble - 2nd Team OLB
 - Keighton Reese - Honorable Mention OLB
 - Klay Fitzroy - Honorable Mention WR
 - Jake Fello - Honorable Mention CB
 - Jacob Clark - Honorable Mention OT
 - Greg Klingensmith - Honorable Mention DE
 - Robert Harkleroad - Honorable Mention DT
- One Book Project – Mr. Popper's Penguins
- Upcoming Dates:
 - NOV30FRI
 - Gingerbread Houses 1:15 PM – 3 PM - Apollo-Ridge Elementary School
 - DEC3MON
 - KEYSTONE LITERATURE TESTING
 - DEC4TUE
 - KEYSTONE LITERATURE TESTING
 - DEC5WED
 - End of Middle School Rotation 3
 - Middle School Social Media Assembly with Mr. Phil Little 12:57 PM – 1:42 PM (High School Auditorium)
 - DEC6THU
 - Middle of the 2nd Grading Period
 - KEYSTONE BIOLOGY TESTING
 - DEC7FRI

- KEYSTONE BIOLOGY TESTING
 - Apollo-Ridge Middle School PTA Dance 7 PM – 10 PM
- DEC10MON
 - Distribute 2nd Quarter Progress Report
 - Santa's Workshop LGI 12/10/2018 – 12/17/2018
 - Winter Keystone Assessment - Algebra (Only Students in Algebra and Algebra 2)
- DEC11TUE
 - Winter Keystone Assessment - Algebra (Only Students in Algebra and Algebra 2)
- DEC13THU
 - EdInsight Benchmark Assessment #2 (Science)
 - SENIOR CITIZEN CONCERT/LUNCHEON 12 PM – 2:15 PM (AUDITORIUM - CONCERT CAFETERIA - LUNCHEON)
 - High School Band and Chorus Concert 7 PM – 9 PM (High School Auditorium)
- DEC14FRI
 - EdInsight Benchmark Assessment #2 (Science)
 - STUCO Blood Drive 8 AM – 2 PM (High School Gymnasium)
- DEC17MON
 - EdInsight Benchmark Assessment #2 (Math)
- DEC18TUE
 - EdInsight Benchmark Assessment #2 (Math)
 - Rube Goldberg Competition for 7th and 8th Grade Pre-AP Science Students AT Penn State New Kensington 8:30 AM – 2 PM (3550 7th Street Road - New Kensington, PA 15068)
 - Middle School Winter Concert (Band & Chorus) 7 PM – 9 PM (Middle School/High School Auditorium)
- DEC19WED
 - EdInsight Benchmark Assessment #2 (ELA)
 - 7th Grade Lenape Field Trip 8 AM – 10:30 AM (Ford City)
- DEC20THU
 - Books to Go - Apollo-Ridge Elementary School
 - EdInsight Benchmark Assessment #2 (ELA)
- DEC21FRI
 - Annual Holiday FUN Day - Apollo-Ridge Middle School
 - Winter Party Day - Apollo-Ridge Elementary School
 - Holiday Concert 9:30 AM – 10:15 AM - Apollo-Ridge Elementary School
 - Holiday Concert 1:30 PM – 2:15 PM - Apollo-Ridge Elementary School
- DEC24MON
 - NO SCHOOL - Winter Break 12/24/2018 – 1/2/2019
- JAN7MON
 - Middle School Mid-Term Assessments 1/7/2019 – 1/14/2019
 - Apollo-Ridge Middle School
- JAN8TUE
 - Middle School Mid-Term Assessments 1/7/2019 – 1/14/2019
 - Apollo-Ridge Middle School
- JAN9WED
 - Middle School Mid-Term Assessments 1/7/2019 – 1/14/2019
- JAN17THU
 - Books to Go - Apollo-Ridge Elementary School
 - End of Rotation 4 - Apollo-Ridge Middle School
 - End of the 2nd Grading Period
- JAN18FRI
 - District In-Service Day - No School For Students
- JAN21MON
 - Martin Luther King Jr. Day - No School for Students and Staff (Snow Make-up Day #1)
- JAN25FRI
 - 2nd Quarter Report Card Distribution

F. Student Council (Mr. Andrew Jones)

IV. RESOLUTIONS

A. Finance

Resolution A-1

Be it resolved that the Apollo-Ridge Board approves payment of District Bills for the period October 22, 2018 through November 20, 2018 in the amount of \$686,761.51 and the Treasurer’s Report for October 2018.

Resolution A-2

Be it resolved that the Apollo-Ridge Board authorizes the administration to pay December bills and those which would accrue finance charges/interest or would result in a discount if paid prior to the next scheduled meeting; and be it further resolved that documentation listing all bills paid and transfers made will be presented to the Board at the January 2019, Legislative Meeting.

Resolution A-3

Be it resolved that the Apollo-Ridge Board approves the Act 1 Resolution as marked [Exhibit A-3](#).

Resolution A-4

Be it resolved that the Apollo-Ridge Board accepts a School Safety Grant in the amount of \$25,000 through the Pennsylvania Commission on Crime and Delinquency.

Resolution A-5

Be it resolved that the Apollo-Ridge Board approves the ARIN Intermediate Unit 28 Drug & Alcohol Testing Consortium Contract as marked [Exhibit A-5](#).

Resolution A-6

Be it resolved that the Apollo-Ridge Board approves the rate adjustments proposed by Tucker Arensberg, P.C. for solicitorship services at an hourly rate of \$120 and a monthly retainer fee of \$400 effective January 1, 2019.

Be it resolved that the Apollo-Ridge Board approves Finance resolutions A-1 through A-6.		
A-1 Payment of District Bills and Treasurer’s Report for October 2018		
A-2 Authorization to pay December Bills		
A-3 Act 1 Resolution		
A-4 School Safety Grant		
A-5 Drug & Alcohol Testing Consortium Contract		
A-6 Rate Adjustments for Tucker Arensberg PC Services		
Motion:	Mr. Duso	
Second:	Mrs. Wenckowski	
Roll Call:	5 AYE	0 NAY
		Motion Passed

B. Personnel

Resolution B-1

Be it resolved that the Apollo-Ridge Board approves 2018-2019 Source 4 Teachers substitutes as marked [Exhibit B-1](#).

Resolution B-2

Be it resolved that the Apollo-Ridge Board approves district-hired substitutes for the 2018-2019 school year as marked [Exhibit B-2](#).

Resolution B-3

Be it resolved that the Apollo-Ridge Board approves 2018-2019 unpaid leave requests as marked [Exhibit B-3](#).

Resolution B-4

Be it resolved that the Apollo-Ridge Board accepts the resignation of Mr. Jeff Snyder, Girls Softball Coach, effective November 16, 2018.

Resolution B-5

Be it resolved that the Apollo-Ridge Board accepts the resignation of Mr. Dave Orkwis, custodian, effective November 20, 2018.

Resolution B-6

Be it resolved that the Apollo-Ridge Board approves Ms. Natalie Murdick, Shelocta, as a part-time clerical assistant, effective November 28, 2018, with salary (\$9.45/hour) and benefits per the Apollo-Ridge Educational Support Professionals Agreement, pending receipt of Acts 34, 114, 151, and 168 clearances.

Be it resolved that the Apollo-Ridge Board approves Personnel resolutions B-1 through B-6.		
B-1 Source 4 Teachers Substitutes B-2 District-hired Substitutes B-3 Unpaid Leave Requests B-4 Resignation: Jeff Snyder, Softball Coach B-5 Resignation: Dave Orkwis, Custodian B-6 New Hire: Natalie Murdick, Part-Time Clerical Support		
Motion:	Mr. Duso	
Second:	Mr. Fetterman	
Roll Call:	5 AYE	0 NAY
		Motion Passed

C. Curriculum**D. Student Activities****Resolution D-1**

Be it resolved that the Apollo-Ridge Board approves field trip requests as marked [Exhibit D-1](#).

Resolution D-2

Be it resolved that the Apollo-Ridge Board approves the Cooperative Sponsorship Agreement with Leechburg Area School District for High School Boys Soccer as marked [Exhibit D-2](#).

Be it resolved that the Apollo-Ridge Board approves Student Activities resolutions D-1 and D2.		
D-1 Field Trip Requests D-2 Cooperative Sponsorship Agreement		
Motion:	Mr. Fetterman	
Second:	Mrs. Wenckowski	
Roll Call:	5 AYE	0 NAY
		Motion Passed

E. Student Transportation**Resolution E-1**

Be it resolved that the Apollo-Ridge Board approves van drivers presented by STA as marked [Exhibit E-1](#).

Be it resolved that the Apollo-Ridge Board approves Student Transportation resolution E-1.		
E-1 2018 -2019 Drivers		
Motion:	Mrs. Ross	
Second:	Mr. Fetterman	

Roll Call:	5 AYE	0 NAY	Motion Passed
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F. Facilities and Property Services

Resolution F-1

Be it resolved that the Apollo-Ridge Board approves the disposal of obsolete technology equipment as marked [Exhibit F-1](#).

Be it resolved that the Apollo-Ridge Board approves Facilities and Property Services resolution F-1.			
F-1 Disposal of Obsolete Technology Equipment			
Motion:	Mr. Fetterman		
Second:	Mr. Duso		
Roll Call:	5 AYE	0 NAY	Motion Passed

G. Food and Nutrition Services

H. Legislation – Board Policy

Resolution H-1

Be it resolved that the Apollo-Ridge Board approves the first reading of Policy 317.1 Educator Misconduct, as marked [Exhibit H-1](#).

Resolution H-2

Be it resolved that the Apollo-Ridge Board approves the first reading of revised Policy 309 Assignment and Transfer, as marked [Exhibit H-2](#).

Resolution H-3

Be it resolved that the Apollo-Ridge Board approves the first reading of revised Policy 806 Child Abuse, as marked [Exhibit H-3](#).

Resolution H-4

Be it resolved that the Apollo-Ridge Board approves the disciplinary agreement for Student A as presented.

Be it resolved that the Apollo-Ridge Board approves Legislative-Board Policy resolutions H-1 through H-4.			
H-1 First Reading of Board Policy 317.1			
H-2 First Reading of revised Board Policy 309			
H-3 First Reading of revised Board Policy 806			
H-4 Disciplinary Agreement – Student A			
Motion:	Mr. Fetterman		
Second:	Mrs. Wenckowski		
Roll Call:	5 AYE	0 NAY	Motion Passed

VIII. Hearing of the General Public

IX. Old Business

X. Adjournment

Motion:	Mr. Fetterman		
Second:	Mrs. Wenckowski		
Roll Call:	5 AYE	0 NAY	Meeting Adjourned 7:00 PM
Executive Session	Start: 7:00 PM	End: 7:07 PM	

NEXT MEETING DATE:

Reorganization/Legislative Monday, December 3, 2018

EXHIBIT A-3

Resolution A-3

RESOLUTION – ACT 1

WHEREAS, the Board of School Directors of the Apollo-Ridge School District has determined that there will be no increase in the rate of any tax for the support of its public schools for the 2019-2020 fiscal year by more than the Adjusted Index established by the Department of Education (Department) for the district;

WHEREAS, the Adjusted Index for the District is 3.4%;

WHEREAS, the Board of Directors of the Apollo-Ridge School District does hereby certify that the District will comply with the procedures as set forth in Section 687 of the Public School Code as it relates to the annual budget for the adoption of its proposed and final budgets;

WHEREAS, the Board of School Directors certifies that increasing any tax at a rate less than or equal to the established index will be sufficient to balance its final budget;

WHEREAS, the Board of School Directors certifies that the District will submit information on a proposed increase in the rate of a tax levied for the support of the public schools to the Department on a uniform form prepared by the Department no later than five (5) days after the adoption of this resolution;

WHEREAS, the Board of School Directors certifies that a copy of this resolution adopted pursuant to Section 311 of the Taxpayer Relief Act of Special Session No. 1 of 2005 will be sent to the Department no later than five (5) days after the adoption of this resolution;

WHEREAS, the Board of School Directors recognizes that the District shall not be eligible to seek referendum exceptions under Section 333 (f) of the Taxpayer Relief Act; and,

WHEREAS, the Board of School Directors recognizes that the Department shall compare the proposed percentage increase in the rate of the tax with the index; within ten (10) days of the receipt of the information as required, the Department shall inform the District whether the proposed tax rate increase is less than or equal to the index.

NOW, THEREFORE, BE IT RESOLVED, by the Board of School Directors of the Apollo-Ridge School District, as follows:

The Board of School Directors adopts this RESOLUTION on the 27th day of November 2018, indicating that it will not raise the rate of any tax for the support of its public schools for the 2019-2020 fiscal year by more than the index established by the Department of Education for the District of 3.4%.

DULY ADOPTED, by the Board of School Directors of this School District, this 27th day of November 2018.

APOLLO-RIDGE SCHOOL DISTRICT
Spring Church, Pennsylvania

By: _____
President

ATTEST:

Secretary

(SEAL)

EXHIBIT A-5

[Resolution A-5](#)

**DRUG & ALCOHOL TESTING
CONSORTIUM
CONTRACT**

by and between

ARIN INTERMEDIATE UNIT 28
2895 W Pike
Indiana, PA 15701-9769

A
N
D

APOLLO RIDGE SCHOOL DISTRICT
of
P.O. Box 219, 1925 State Route 56
Spring Church, PA 15686-0219

Contract Number: 01 - 19

For the Year of 2019

ARIN IU 28
2895 W Pike
Indiana, PA 15701-9769

Drug & Alcohol Testing Consortium

THIS AGREEMENT, entered into this 1st day of January 2019, by and between:

THE ARIN INTERMEDIATE UNIT 28, of 2895 W Pike, Indiana, Pennsylvania 15701-9769, hereinafter referred to as "**ARIN**,"

A
N
D

APOLLO RIDGE SCHOOL DISTRICT, of P.O. Box 219, 1925 State Route 56 Spring Church, PA 15686-0219, hereinafter referred to as "**DISTRICT**,"

WITNESSETH:

1. For consideration hereinafter mentioned, the **DISTRICT** agrees to participate in ARIN IU 28's Drug & Alcohol Testing Consortium and **ARIN** agrees to provide the services upon terms and conditions herein specified effective January 1, 2019, and terminate on December 31, 2019 unless terminated earlier for cause or by mutual consent of the parties hereto.
2. The **DISTRICT** shall pay to **ARIN** the sum of (see attachment) per provided service by **ARIN**.
3. Prior to the effective date of this contract the **DISTRICT** will submit to **ARIN** proof acceptable to it of an adopted Drug and Alcohol Testing policy that complies with the minimum standards of state and federal law. Such adopted policy of company shall be incorporated by reference into this contract.
4. Prior to the effective date of this contract, the **DISTRICT** must verify through documentation satisfactory to **ARIN** that all district students and their parents a copy of the school district policy. All school district determined supervisors of district drug and alcohol testing policy must have documented training concerning signs and symptoms of Drug and Alcohol use.
5. All tests/services and testing procedures will adhere to those outlined in the Omnibus Transportation Employee Act of 1991. Any tests/services provided by **ARIN** in addition to those mandated must be stated in company policy. No additional tests/services will be performed unless otherwise agreed to in writing by both parties.

6. **ARIN** shall supply test results to appropriate Drug and Alcohol Testing Program supervisors of said **DISTRICT**. **ARIN** or its representatives will not be responsible for removing positive testing student from school site, as such shall be and remain the responsibility of the **DISTRICT**.
7. **DISTRICT** Drug and Alcohol Testing Program supervisors are responsible for maintenance of all confidentiality as mandated by the Omnibus Transportation Employee Act of 1991 and **DISTRICT** policy.
8. It is understood and agreed to by both parties hereto that the **DISTRICT**, while engaged in receiving services, carrying out and complying with any of the terms and conditions of this contract, is an **INDEPENDENT CONTRACTOR** and is not an officer, representative, agent or employee of **ARIN**.
9. **ARIN** shall defend, indemnify and hold harmless **DISTRICT** (and its officers, employees and agents) against and from any and all liabilities, judgments, suits, actions, claims, demands, losses, expenses and costs, (including attorney's fees) of every kind and nature incurred by or asserted or imposed against **DISTRICT** (and **DISTRICT**'s officers, employees and agents) by reason of any accident, injury (including death) or damages to any person, however caused, resulting or arising from **ARIN**'s negligence in the provision of the within-described services to **DISTRICT**. **ARIN** reserves the right to withhold any services otherwise due **DISTRICT** as shall be considered necessary until such suits, actions, claims, demands or judgments shall have been settled and suitable evidence to that effect furnished to **ARIN**.
10. This contract shall not be transferred. Any violation of the terms of this contract may, at the option of **ARIN** or **DISTRICT**, operate as cause for termination in accordance with Paragraph 1 herein. Notice of termination shall be provided in writing to the addresses herein before specified thirty (30) days prior to termination.
11. This contract and its incorporated attachments shall constitute the entire agreement between the parties hereto and this contract may not be amended except by a written document executed by all parties hereto.
12. In the event that **ARIN** modifies its schedule of services, fees or test locations, **DISTRICT** shall have the option to terminate this contract upon written notice to **ARIN** communicated within thirty (30) business days of its notification by **ARIN** of such modification.
13. The terms and provisions of attachment "A" (providing a schedule of services, fees and testing locations) are hereby incorporated into this contract by reference hereto.

IN WITNESS WHEREOF, the parties named above hereunto set their hand and seals:

APOLLO RIDGE SCHOOL DISTRICT

DISTRICT

ARIN EXECUTIVE DIRECTOR

DISTRICT REPRESENTATIVE

**GREGORY F. COY
CONSORTIUM COORDINATOR**

DATE

DATE

INDIANA REGIONAL MEDICAL CENTER			
Occupational Health Services 873 Hospital Road - P.O. Box 788 Indiana, PA 15701-0788			
2018 DRUG TESTING PRICES			
OFFICE TESTING at INDIANA REGIONAL MEDICAL CENTER IN INDIANA & CHESTNUT RIDGE			
ONSITE TESTING at MEMBER OR DESIGNATED LOCATIONS			
	NON-DOT		
Random	\$ 32.80		
Reasonable Suspicion	\$ 32.80		
Return to Duty	\$ 32.80		
Follow-Up	\$ 32.80		
Confirmation Fee for Non-Negative	\$ 32.80	\$32.80 FOR EACH NON-NEGATIVE CONFIRMATION	
MRO Fee	\$ 23.20	ALL POSITIVE UDS TESTS	
Collection Fee	\$ 16.00	APPLIES TO ALL SPECIMEN COLLECTIONS	
BAT Alcohol Test - Screening	\$ 24.80		
BAT Alcohol Test - Confirmation	\$ 24.80		
FOR SERVICES AT LOCATIONS GREATER THAN 30 MILES FROM INDIANA REGIONAL MEDICAL CENTER			
THE FOLLOWING ADDITIONAL CHARGES WILL APPLY:			
Mileage Charge	\$ 0.60	PER MILE	
Nurse Hourly Fee (LPN or MA)	\$ 22.40	PER HOUR	
Nurse Hourly Fee (RN)	\$ 28.80	PER HOUR	

EXHIBIT B-1

[Resolution B-1](#)

2018-2019 SOURCE 4 TEACHERS SUBSTITUTES

Name	Certification/Education
Acker, Katie	Grades 4-8 (4- 6 all subjects;English Language Arts and Reading 6-8)
Vatalare, Morgan	Grades 4-8 (4- 6 all subjects; Mathematics6-8)
Sweet, Christy	Bachelor's Degree
Powers, Amanda	HS Diploma

EXHIBIT B-3

[Resolution B-3](#)

2018-2019 UNPAID LEAVE REQUESTS

UNPAID LEAVE REQUEST #	DATES	TYPE OF LEAVE
UNP110418	November 5, 2018 – January 17, 2019	FMLA
UNP110118	November 8, 2018 – November 27, 2018	PERSONAL
UNP111218	November 1, 2018	PERSONAL
UNP111918	November 20, 2018 – UFN	UNPAID pending FMLA documentation

EXHIBIT B-4

Resolution B-4

2018-2019 STUDENT TEACHING ASSIGNMENTS

Last Name	First Name	Program	Placem't	Blding	Subject	Grade	Mentor	Mentor Email	Date Approved
Brooks	Madison	Social Studies	01.22.19-05.10.19	MS/SH	Social Studies	8th, 10th	Mr. August Manifest	manifesta@apolloridge.com	10.23.18
Caprara	Liza	ECSP	03.18-.19-05.10.19	Elem	LS	1st and 2nd	Ms. Leanne Skroupa	skroupal@apolloridge.com	10.24.18
Fry	Craig	Biology	01.22.19-05.10.19	MS/SH	Biology/Anatomy	9th-12th	Ms. Nancy Blyshak	blyshakn@apolloridge.com	10.26.18
Phillian	Benjamin	Math Ed	01.22.19-05.10.19	MS/SH	Mathematics	9th-12th	Mr. Andy Jones	jonesa@apolloridge.com	10.23.18
Riccio	Kevin	Social Studies	01.22.19-5.10.19	MS/SH	Social Studies	11,12	Ms. Cynthia Querio	querio@apolloridge.com	10.24.18
Conrath	Brandin	Middle-Level Science	03.18.19-05.10.19	MS	Science	7th	Ms. Monika Bradley	bradlevm@apolloridge.com	
Boss	Lindsay	Speech	Spring Semester	Elem	Speech	K-2	Ms. Shannon Turcotte	turcottes@apolloridge.com	
242 Early Childhood Special Education Pre-Student Teaching - Special Education Placement - 8 Wednesday Morning's 8:00-11:00 in Special Education Setting PreK-8 - 4 mornings with two students followed by 4 mornings with two new students. This placement is primarily observation.									
242 Early Childhood Special Education Pre-Student Teaching - Special Education Placement - 8 Wednesday Morning's 8:00-11:00 in Special Education Setting PreK-8 - 4 mornings with two students followed by 4 mornings with two new students. This placement is primarily observation.									
342 5 Fridays followed by 4 full-weeks of field placement.									

EXHIBIT D-1

[Resolution D-1](#)

2018-2019 FIELD TRIP REQUESTS
Costs include transportation, substitutes, and registration/entry fees

<u>DATES</u>	<u>GRADE/GROUP/TEACHER(S) /CURRICULUM</u>	<u>DESTINATION</u>	<u># STUDENTS</u>	<u>COST</u>	<u>SUB</u>
April 4-7, 2019	High School Student Council Andrew Jones/Kelly Shoop September 11, 2001	9/11 Memorial & Times Square New York, NY	43	\$0 Student Council	0
April 24, 2019	High School Envirothon Contestants Danielle White Environmental Science	Crooked Creek Outdoor Discovery Center Ford City	10	\$330 HS Gifted	3
May 22, 2019	First Grade Janie Fryer Reading/Math/Science	Children's Museum Pittsburgh	67	\$0 ES PTA	0
December 19, 2018	High School Viking Voices Lori Pauncic Community Outreach/Performing	Various Apollo/Leechburg/Indiana	28	TBA	1
April 25, 2019	SEAL Robotics Challenge Matthew Grantz Robotics	Seneca Valley High School Harmony	15	\$430 AREF	1
December 12, 2018	Anatomy Students Nancy Blyshak Open Heart Surgery	Allegheny General Hospital Pittsburgh	12	\$290 AREF	1
December 10, 2018	Middle School Gardening Club Monika Bradley Horticulture/Business/Landscape Design	Phipps Conservatory Pittsburgh	14	\$170 AREF	1
December 18, 2018	Spanish 1-4 Kristen Scotece Holiday Culture	Wintergarden PPG Place Pittsburgh	80	\$0 Spanish Club	1
December 19, 2018	7 th Grade Kara Fair Lenape Tech Tour	Lenape Technical School Ford City	95	\$0 Lenape Tech	0
May 14, 2019	Grade 4 Lori Murphy Science	Carnegie Science Center Pittsburgh	90	\$0 ARES PTA	0
January 8, 2019 Snow Date: 1/10/19	Armstrong Jr. County Chorus Students Lori Pauncic Advanced Choral Rehearsals	Leechburg High School Leechburg	25	\$200 (est) MS	1
February 8, 2019	High School Students Michelle Lukehart/Janetta Thomas College Exploration	College Fair David L. Lawrence Convention Center Pittsburgh	74	\$500 HS	0

EXHIBIT D-2

[Resolution D-2](#)

Cooperative Sponsorship Agreement with Leechburg Area School District

COOPERATIVE SPONSORSHIP AGREEMENT

This Agreement, made this 27th day of November, 2018, by and between Apollo-Ridge School District, a school district existing under the laws of the Commonwealth of Pennsylvania, with its principal office located at 1825 Route 56, Spring Church, Pennsylvania,

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D

Leechburg Area School District, a school district existing under the laws of the Commonwealth of Pennsylvania, with its principal office located at

WHEREAS, Leechburg Area School District has intends to field a Varsity and Junior Varsity Boys Soccer Team; and

WHEREAS, Apollo-Ridge School District does not field a Varsity or Junior Varsity Boys' Soccer Team; and

WHEREAS, Apollo-Ridge School District wishes for its students to participate on the Leechburg Area Varsity and Junior Varsity Boys' Soccer Team; and

WHEREAS, the parties wish to enter an Agreement governing each party's responsibility and cost in association with the Apollo-Ridge School District students competing on the Leechburg Area Varsity and Junior Varsity Boys' Soccer Team; and

WHEREAS, the parties wish to petition the Western Pennsylvania Interscholastic Athletic League (WPIAL) for approval of the Apollo-Ridge School District students participating on the Leechburg Area Varsity and Junior Varsity Boys' Soccer Team.

NOW, THEREFORE, the parties hereto intend to be legally bound hereby mutually agrees as follows:

1. That for the 2019-2020 Soccer Season Apollo-Ridge School District students in grades nine through twelve will be permitted to participate and play on the Leechburg Area Varsity and Junior Varsity Boys' Soccer Team. The students must meet all applicable eligibility criteria, including verification of requisite academic achievement, fulfillment of attendance requirements and applicable physical fitness or weight restrictions. Parents of participating students shall be required to provide the Apollo-Ridge School District written authorization to disclose to Leechburg Area School District academic, attendance, disciplinary or health information that relates to their student's eligibility to participate in the program.
2. That prior to the Apollo-Ridge School District students' participation on the Leechburg Area Varsity and Junior Varsity Boys' Soccer Teams, approval must be sought and received from the Western Pennsylvania Interscholastic Athletic League (WPIAL) and/or the Pennsylvania Interscholastic Athletic Association (PIAA).
3. The participating students and/or their parents of Apollo-Ridge School District will be responsible for their transportation to the practice facility and to all competitions, and will bear all costs with that transportation. The Apollo-Ridge School District shall not have or assume any obligation to provide any transportation in relation to its students' participation in the Leechburg Area soccer program.
4. That all decisions concerning the team, including the coach, assistant coaches, and uniforms will be the responsibility of Leechburg Area School District.
5. That Leechburg Area School District will pay all costs associated with the operation of the Soccer Program.
6. That that the participating students and/or their parents will reimburse Leechburg Area School District a four hundred and fifty dollar (\$450) fee per student.
7. The assessed fee will include but not be limited to compensation for coaches' salaries, uniforms, equipment, and transportation to competitions.
8. Upon the start of the season and completion of the roster, Leechburg Area School District will provide to the participating Apollo-Ridge School District students an invoice for the cost of participation. The participating student and/or their parents will make direct payment to Leechburg Area School District for the full amount of the invoice presented within thirty (30) days of receipt. The Apollo-Ridge School District shall not have or assume any obligation to pay or collect any such fees.
9. The Board of Directors of Apollo-Ridge School District approved this Agreement and authorized its Superintendent to execute the same on behalf of the District at its regularly scheduled meeting on the 27th day of November, 2018.
10. The Board of Directors of Leechburg Area School District approved this Agreement and authorized its Superintendent to execute the same on behalf of the District at its regularly scheduled meeting on the _____ day of _____, 2018.

EXHIBIT E-1

[Resolution E-1](#)

2018-2019 Bus Drivers Presented by STA, Inc.
(Pending receipt of Acts 34, 114, 151, and 168 Clearances)

NAME	ADDRESS	POSITION
Ashley Garland	Apollo	Substitute Van Driver
Denise Rupert	Apollo	Monitor/Van Driver
Gerald Rainey	Leechburg	Van Driver

EXHIBIT F-1

Resolution F-1OBSOLETE TECH LIST
UPDATED 11-16-18MONITORS (FLAT/LCD)

- HP – 3CQ6120PMN
- HP – 3CQ6120PMP
- HP – 3CQ6120PNS
- UNMARKED – S33F505756
- UNMARKED – S33F505757
- UNMARKED- S33F505599
- UNMARKED - 0533ABA011628
- BENQ – 99L637241133600425TAA411
- AOPEN – 52000651LE46
- ACER – ETL340900453200470PQ10
- ACER - ETLBF090038070249F3800
- ACER – ETL34090045320047FPQ10
- HP – 3CQ9393FQN
- HP – 3CQ9393FQJ
- UNMARKED -S33F505486
- UNMARKED -F5WxxC120850U "xx" = scratched out

MONITORS (CRT)

- KDS – 1520SAC03602358
- GATEWAY – B5C222B07193
- TANGENT – 163-82100721 A22
- HP – CNN4270D1D
- HP/COMPAQ – CNN4270CPT
- HP/COMPAQ – CNN4270G8J
- HP/COMPAQ – CN336XC483
- HP/COMPAQ – CNN4270HHH
- HP – CNN4270BJ9
- HP – CNN4270H3Z
- HP – CNN4270BJ5
- HP – CNN4270D1H
- HP - CNN4270BWG
- HP – CNN4270H4G
- HP – CNN4270B3Y
- HP – CNN4270BJG
- HP – CNN4270H4H
- HP – CN336XC509
- HP – CNN4270H45
- Add 3 more monitors – buried under TVs

OLD DESKTOP PCs

- ? - 00045-463-648-538
- HP – 2UA7141D1S
- HP – MXL0300LFC
- HP – 2UA8180THF
- ? – T0830847
- HP – USU4270GZF
- HP – PB183UA#ABA
- HP – USU3470DCB
- HP – MXL0300LGM
- HP – MXL0300LDT
- HP – MXL0300LG6
- HP – 2UA5310D9S

- HP – 2UA5310D9Q
- HP – USU4270G6M
- HP – 2UA93016F9
- HP – 2UA8310KZM
- HP – USU431041H
- HP – 2UA8180THL
- HP – USU7150FM7
- HP – MXL0300LF6
- HP – MXL0300LGV
- HP – USU3470DC4
- HP – MXL0300LFF
- HP – MXL0300LHH
- HP – 2UA01214JM
- HP – MXL0300LHJ
- HP – MXL0300LGT
- HP – MXL0300LGJ
- HP – MXL0300LH9
- HP – MXL0300LFH
- HP – MXL0300LGH
- HP – MXL0300LG3
- HP – MXL0300LGC
- HP – MXL0300LHR
- HP – MXL0300LG2
- HP – MXL0300LG8
- HP – MXL9520XWP
- HP – MXL0300LHM
- LENOVO – ES13061202
- IBM – 23-5700445
- DELL – 25PWFN1
- GATEWAY – 0027654943
- HP PAVILION – 9260ED1TAA6M300148
- HEWLETT-PACKARD – 2UA5330PGX
- 2 RANDOM TOWERS – 80045-400-585-892

LAPTOPS

- HP/COMPAQ – CNU9264PZJ
- HP/COMPAQ – 00196-224-240-506
- HP/COMPAQ – 00196-216-592-160
- DELL – 27458762077?
- TOSHIBA – 11173039U
- HP – CNU0115D1T
- EVEREX – 8Q6703999?
- HP – 6CG3141GW6
- HP – CND53307KH
- LENOVO – L3-A2458 08/09
- COMPAQ MINI – CNU0100PH6
- COMPAQ MINI – CNU0100PPW
- COMPAQ MINI – CNU0100PLM
- COMPAQ MINI - CNU0100PGN
- COMPAQ MINI – CNU0100PFP
- COMPAQ MINI – CNU01033XS
- HP MINI – CNU92929DR

- HP MINI –CNU92929CB
- HP MINI –CNU9292995

PRINTERS

- HP – CNRXT11233
- HP – CN416130N6
- HP – CNDX316711
- HP – MY856CS1NK
- HP – CN3CA11045
- BROTHER – U60660E3J124951
- CANNON – SXF41998
- HP – CN1771P16H
- HP – MX0471W1K5
- HP – MY29P1N4KC
- HP – MX1966D2NV
- HP – MX11J1T0JZ
- HP – USCB098975

OLD PHONE SYSTEM

- INTERTEL #1 – OPL3A0313276
- INTERTEL #2 – OPL3A0313279
- INTERTEL VPU – 1244H0226117 (DESKTOP UNIT)

OTHER

- LUNCH TERMINAL TOUCH SCREEN – 0915
- LUNCH TERMINAL TOUCH SCREEN – 10794
- LUNCH TERMINAL TOUCH SCREEN - 0102482
- PSU BATTERY BACKUP UNITS – WS9811726163
- PSU BATTERY BACKUP UNITS – 20271120511
- BAYNETWORKS SWITCH – 081997CG1001E02
- BAYNETWORKS SWITCH – KEF0029859
- CISCO SWITCH – WS-C2950G-48-8?
- BAYNETWORKS HUB – FR18500242
- 8 x OLD POWER SUPPLIES FOR DESKTOPS
- BOX OF OLD TELEPHONES
- BOX OF OLD PS-2 KEYBOARDS
- LAPTOP PARTS
- CD/DVD ROM DRIVERS (OLD ADAPTERS)
- 2-4 VCRS
- 1-2 CASSETTE DECKS
- 15+ RANDOM SIZE OLD TELEVISIONS
- 10+ BOXES OF ACCESSORIES (MICE, CORDS, KEYBOARDS, SPEAKERS, MISC PARTS)

EXHIBIT H-1

[Resolution H-1](#)

Book

Policy Manual

Section

300 Employees

Title

Educator Misconduct

Number

317.1

Purpose

The Board adopts this policy to promote the integrity of the education profession and to create a climate within district schools that fosters ethical conduct and practice.

Authority

The Board requires certificated district employees to comply with the Code of Professional Practice and Conduct and the requirements of the Educator Discipline Act.[1][2]

Definitions

Educator - shall mean a person who holds a certificate.[3]

Certificate - shall mean any Commonwealth of Pennsylvania certificate, commission, letter of eligibility or permit issued under the School Code.[3]

Sexual Abuse or Exploitation - shall mean any of the following:[4]

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.
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.

Sexual Misconduct - any act, including, but not limited to, any verbal, nonverbal, written or electronic communication or physical activity, directed toward or with a child or student that is designed to establish a romantic or sexual relationship with the child or student, such acts include but are not limited to:[3]

1. Sexual or romantic invitation.
2. Dating or soliciting dates.
3. Engaging in sexualized or romantic dialog.

4. Making sexually suggestive comments.
5. Self-disclosure or physical disclosure of a sexual or erotic nature.
6. Any sexual, indecent, romantic or erotic contact with a child or student.

Delegation of Responsibility

Duty to Report

The Superintendent or designee shall report to the Pennsylvania Department of Education on the required form, within fifteen (15) days of receipt of notice from an educator or discovery of the incident, any educator:[5]

1. Who has been provided with notice of intent to dismiss or remove for cause, notice of removal from eligibility lists for cause, or notice of intent not to reemploy for cause;
2. Who has been arrested or convicted of any crime that is graded a misdemeanor or felony;
3. Against whom there are any allegations of sexual misconduct or sexual abuse or exploitation involving a child or student;
4. Where there is reasonable cause to suspect that s/he has caused physical injury to a child or student as the result of negligence or malice;
5. Who has resigned or retired or otherwise separated from employment after a school entity has received information of alleged misconduct under the Educator Discipline Act;
6. Who is the subject of a report filed by the school entity under 23 Pa. C.S. Ch. 63 (relating to child protective services); and[6]
7. Who the school entity knows to have been named as a perpetrator of an indicated or founded report under 23 Pa. C.S. Ch. 63.

An educator who knows of any action, inaction or conduct which constitutes sexual abuse or exploitation or sexual misconduct under the Educator Discipline Act shall report such misconduct to the Pennsylvania Department of Education on the required form, and shall report such misconduct to the Superintendent and his/her immediate supervisor, within fifteen (15) days of discovery of such misconduct.[5]

All reports submitted to the Pennsylvania Department of Education shall include an inventory of all information, including: documentary and physical evidence in possession or control of the school relating to the misconduct resulting in the report.[5]

An educator who is arrested or convicted of a crime shall report the arrest or conviction to the Superintendent or designee, within seventy-two (72) hours of the occurrence, in the manner prescribed in Board policy.[5][7][8]

Failure to comply with the reporting requirements may result in professional disciplinary action.[9]

Guidelines

Investigation

School officials shall cooperate with the Pennsylvania Department of Education during its review, investigation, or prosecution, and shall promptly provide the Pennsylvania Department of Education with any relevant information and documentary and physical evidence upon request.[10]

Upon receipt of notification in writing from the Pennsylvania Department of Education, the Superintendent or designee shall investigate the allegations of misconduct as directed by the Department and may pursue its own disciplinary procedure as established by law or by collective bargaining agreement.[10]

Within ninety (90) days of receipt of notification from the Pennsylvania Department of Education directing the school district to conduct an investigation (extensions may be requested), the Superintendent or designee shall report to Department the outcome of its investigation and whether it will pursue local employment action. The Superintendent or designee may make a recommendation to the Department concerning discipline. If the district makes a recommendation concerning discipline, it shall notify the educator of such recommendation.[10]

Confidentiality Agreements

The district shall not enter into confidentiality or other agreements that interfere with the mandatory reporting requirement.[10]

Confidentiality

Except as otherwise provided in the Educator Discipline Act, all information related to any complaint, any complainant, or any proceeding related to discipline shall remain confidential unless or until public discipline is imposed.[11]

Legal

1. 22 PA Code 235.1 et seq
2. 24 P.S. 2070.1a
3. 24 P.S. 2070.1b
4. 23 Pa. C.S.A. 6303
5. 24 P.S. 2070.9a
6. Pol. 806
7. 24 P.S. 111
8. Pol. 317
9. 24 P.S. 2070.9c
10. 24 P.S. 2070.11
11. 24 P.S. 2070.17b
- 23 Pa. C.S.A. 6301 et seq
- 24 P.S. 2070.1a et seq

EXHIBIT H-2

Resolution H-2

Book

Policy Manual

Section

300 Employees

Title

Assignment and Transfer

Number

309

Authority

The assignment and transfer of administrative, professional and support employees within the District shall be determined by the management, supervisory, instructional and operational needs of the schools and the School District.

The Board shall approve the initial assignment of all employees at the time of employment and when such assignments involve a transfer from one building or supervisor to another, or involve a move to a position requiring a certificate or credentials other than those required for the employee's present position.[1] [2]

Each applicant for transfer or reassignment shall be required to submit an official child abuse clearance statement unless the applicant is applying for a transfer from one position as a district employee to another position as a district employee and the applicant's official child abuse clearance statement is current.[3][4]

Each applicant for transfer or reassignment from a position without direct contact with students to a position with direct contact shall be required to submit criminal background checks as required by law. Such applicants shall report, on the designated form, arrests and convictions as specified on the form. Failure to accurately report such arrests and convictions may subject the individual to disciplinary action up to and including termination and criminal prosecution.[5][6]

Delegation of Responsibility

The Superintendent or designee shall provide a system of assignment or reassignment for District employees that includes consideration of requests for voluntary transfers.

The Superintendent, in considering any assignment or transfer, shall assure that low-income students and minority students are not taught at higher rates than other students by unqualified, out-of-field or inexperienced teachers.[7]

The Superintendent may, in considering any assignment or transfer, base the decision on:

1. Need to balance various skills among the schools.
2. Changing student population within the District schools.
3. Impact of proposed assignment on the educational program.
4. Employee's background, experience and preparation for the position.
5. Employee's success in former positions.
6. Employee's desire for professional growth.
7. Employee's length of service in the District and in the position presently held.
8. Recommendations of the employee's administrative supervisors.
9. Administrative and operational efficiency advanced by the proposed assignment.

Vacancies shall be publicized to all appropriate employees.

Before new employees are sought, requests for transfer to a vacant position will be considered.

The request of an employee who voluntarily requests reassignment or transfer shall be honored to the extent that the transfer does not conflict with the educational program and operation of the School District.

Employees shall be informed of their assignments at the earliest possible date preceding the school year in which the assignment will be effective.

This policy shall not prevent reassignment of an employee during the school year for good cause, as determined by the Board.

Legal

1. 24 P.S. 508
 2. 24 P.S. 510
 3. 23 Pa. C.S.A. 6344.3
 4. 23 Pa. C.S.A. 6344.4
 5. 24 P.S. 111
 6. Pol. 317
 7. 20 U.S.C. 6312
- 22 PA Code 8.1 et seq
23 Pa. C.S.A. 6301 et seq

EXHIBIT H-3

[Resolution H-3](#)

Book

Policy Manual

Section

800 Operations

Title

Child Abuse

Number

806

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]

Definitions

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

Adult - an individual eighteen (18) years of age or older.[4]

Bodily injury - impairment of physical condition or substantial pain.[4]

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.[5][6]

Child - an individual under eighteen (18) years of age.[4]

Child abuse - intentionally, knowingly or recklessly doing any of the following:[4]

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.[7]
 - 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, has to register for life, or has been determined to be a sexually violent predator or sexually violent delinquent. [8][9][10][11]
9. Causing the death of the child through any act or failure to act.
10. Engaging a child in a severe form of trafficking in persons or sex trafficking, as those terms are defined in the law.[12]

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.[4][13]

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; or an adult who engages a child in severe forms of trafficking in persons or sex trafficking, as those terms are defined in the law. 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.[4][12]

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.[4]

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:[4]

- 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.[4]

Routine interaction - regular and repeated contact that is integral to a person's employment or volunteer responsibilities.[4]

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.[4]

Serious mental injury - a psychological condition, as diagnosed by a physician or licensed psychologist, including the refusal of appropriate treatment, that:[4]

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:[4]

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:[4]

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.[4]

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.[13]

Delegation of Responsibility

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.[5][6][14][15][16][17]
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.[18][19][20]

School employees and independent contractors shall obtain and submit new certifications every sixty (60) months.[19]

Certification requirements for volunteers are addressed separately in Board Policy 916.[21]

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.

The Superintendent or designee shall ensure that the poster, developed by the PA Department of Education, displaying the statewide toll-free telephone numbers for reporting suspected child abuse, neglect and school safety issues be posted in a high-traffic, public area of each school. The designated area shall be readily accessible and widely used by students.[22]

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

Guidelines

Aiding and Abetting Sexual Abuse

School employees, acting in an official capacity for this district, are prohibited from assisting another school employee, contractor or agent in obtaining a new job if the school employee knows, or has probable cause to believe, that such school employee, contractor or agent engaged in sexual misconduct regarding a minor or student.[14][15][16][17][20][23][24][25][26]

This prohibition applies only to assistance that extends beyond performance of normal processing of personnel matters including routine transmission of files or other information. This prohibition shall not apply if:[24]

1. The relevant information has been properly reported to law enforcement officials and any other authority required by federal, state or local law and the matter has been officially closed or the prosecutor or law enforcement officials notified school officials that there is insufficient information to establish probable cause.
2. The school employee, contractor or agent has been acquitted or otherwise exonerated of the alleged misconduct.
3. The case or investigation remains open and no charges have been filed against, or indictment of, the school employee, contractor or agent within four (4) years of the date on which the information was reported to the law enforcement agency.

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][3][25]

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.[25][27]
3. District policy related to reporting of suspected abuse and sexual misconduct.
4. Maintenance of professional and appropriate relationships with students.[26]

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:[13]

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.[13]

A report of suspected child abuse does not require the identification of the person responsible for the child abuse.[13]

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.[28]

Any person required to report child abuse who willfully fails to do so may be subject to disciplinary action and criminal prosecution.[29]

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.[30]

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.[31]

The district shall not discriminate or retaliate against any person for making, in good faith, a report of suspected child abuse.[32]

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) 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.[13][33][34]

A school employee, independent contractor or volunteer who makes a report of suspected child abuse shall immediately, after making the initial report, notify the **building principal or administrator** and if the initial report was made electronically, also provide the **building principal or administrator** with a copy of the report confirmation. The **building principal or administrator** 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.[13][33][34]

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 **building principal or administrator** with a copy of the report confirmation promptly after the written electronic report has been filed. The **building principal or administrator** shall in turn provide a copy of the report confirmation to the Superintendent or designee.[13][34][35]

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.[36][37][38][39][40]

Investigation

The **building principal or administrator** 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.[13][41]

Upon notification that an investigation involves suspected child abuse by a school employee, the **building principal or administrator** 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.[42]

Legal

1. 24 P.S. 1205.6
2. 23 Pa. C.S.A. 6301 et seq
3. Pol. 818
4. 23 Pa. C.S.A. 6303
5. 24 P.S. 111
6. 23 Pa. C.S.A. 6344
7. 18 Pa. C.S.A. 7508.2
8. 42 Pa. C.S.A. 9799.12
9. 42 Pa. C.S.A. 9799.24
10. 42 Pa. C.S.A. 9799.55
11. 42 Pa. C.S.A. 9799.58
12. 22 U.S.C. 7102
13. 23 Pa. C.S.A. 6311

14. Pol. 302
15. Pol. 304
16. Pol. 305
17. Pol. 306
18. 23 Pa. C.S.A. 6344.3
19. 23 Pa. C.S.A. 6344.4
20. Pol. 309
21. Pol. 916
22. 23 Pa. C.S.A. 6332
23. 24 P.S. 111.1
24. 20 U.S.C. 7926
25. Pol. 317.1
26. Pol. 824
27. 24 P.S. 2070.1a
28. 23 Pa. C.S.A. 6318
29. 23 Pa. C.S.A. 6319
30. 18 Pa. C.S.A. 4906.1
31. 18 Pa. C.S.A. 4958
32. 23 Pa. C.S.A. 6320
33. 23 Pa. C.S.A. 6305
34. 23 Pa. C.S.A. 6313
35. 23 Pa. C.S.A. 6314
36. 24 P.S. 1302.1-A
37. 24 P.S. 1303-A
38. 22 PA Code 10.2
39. 22 PA Code 10.21
40. 22 PA Code 10.22
41. 23 Pa. C.S.A. 6346
42. 23 Pa. C.S.A. 6368
- 24 P.S. 1301-A et seq
- 22 PA Code 10.1 et seq
- 24 P.S. 1527
- 24 P.S. 2070.1a et seq
- 18 Pa. C.S.A. 4304