

There will be an
Executive Session
of the School
Board at 6:00 p.m.
prior to the regular
board meeting on
Monday,
September 14,
2020.



September 14, 2020

7:00 P.M.

BLaST IU – Board
Virtual for Attendees

Mr. Nathan Miller
President
Region I

Mrs. Sue Bowman
Vice President
Region I

Mrs. Cathy Bachman
Treasurer
Region III

Mrs. Airneezer Bingham
Region I

Mrs. Diane Cramer
Region II

Mr. Todd Engel
Region III

Mr. Nicholas Fiorini
Region III

Mr. Paul McGinn
Region II

Mrs. Erica Molino
Region II

Miss Madalynn Garner
Student Representative

Dr. Mark Stamm
Superintendent

Mrs. Jamie Mowrey
Board Secretary

Mr. Fred Holland
Solicitor

Agenda

Regular Board Meeting

Opening

Call to Order

Silent Meditation & Pledge of Allegiance

Roll Call

Preliminary Comments on Agenda Items

Action Items

Treasurer's Report

Approval of Bills

- General Fund – \$2,154,140.50
- Food Services – \$1,864.79
- Capital Reserve Fund - \$5,083.84

Approval of Minutes

Board Committee Reports

Superintendent's Report & Recommendations

1. Approval of Agreement Between SWASD and SWA Education Association
2. Revised Health & Safety Plans for Athletics & the District
3. Junior High Cross Country
4. Resignation
5. Employment
6. Athletic Training Program Agreement with Lock Haven University
7. Justice Works YouthCare Behavioral Analyst Agreement
8. Transportation Drivers 2020-2021
9. Transportation Schedule 2020-2021
10. Approve Policies – First Readings
11. Approve Policy 215 – First Reading

General Information

Principals Spotlight

Old Business

New Business

Courtesy to the Floor

Final Remarks by Board Members

Adjournment

SUPERINTENDENT'S REPORT AND RECOMMENDATIONS
September 14, 2020

1. Approval of Agreement Between Education Association and SWASD – Attachment #1

It is recommended that the board approve the negotiated agreement between the Education Association and the South Williamsport Area School District.

2. Revised Health & Safety Plan for Athletics & the District – Attachment #2

It is recommended the school board approve the revised Health and Safety Plan for Athletics and the District. The plan includes updates to align with changes in PA-DOH guidelines, changes in terminology, and alignment with conference expectations for visiting schools.

3. Junior High Cross Country

It is recommended the school board approve adding Junior High Cross Country to the 2020-2021 budget. We were able to schedule two meets for the junior high program. The total cost to add the program will be \$3,157. We have had 11 students showing up for optional workouts since August 17. By adding this program, it will be a feeder program to help grow the Varsity program.

4. Resignation

It is recommended the school board accept the resignation from Julie Brenner, Instructional Paraprofessional for Life Skills Support Program (Grades K-6) at Central Elementary effective August 5, 2020.

It is recommended the school board accept the resignation from Michael Rachael, Van Driver/Stock Room Attendant effective July 31, 2020.

5. Employment

Approval of Pay Rates for Newly Hired Teachers

It is recommended the school board approve the following pay rates for the newly hired teachers. These teachers were previously approved as new hires at the June 15, 2020 board meeting.

- Ambreelinne Birth at step M-1 at a salary of \$48,922
- Sandra Finnerty at step M-9 at a salary of \$64,386
- Madelyn Matthews at step B-1 at a salary of \$45,622
- Jacquelyn Newlan at step B-1 at a salary of \$45,622
- Kelsey Shannon at step M-4 at a salary of \$54,721

Mentors

It is recommended the school board appoint the following staff as teacher mentors for the 2020-2021 school year. Mentor programs are a state school code requirement for all new teachers. The South Williamsport School District uses a three-year mentorship program that provides differentiated supports for new teachers for their first three years of employment. Mentor stipend is \$500.

- Dan Williamson for Ambreelinne Birth (HS PE)
- Agnes Coder for Jacque Newlen (HS Special Education – Supplemental)
- Kim Bollinger for Madelyn Matthews (HS Special Education – Itinerant)

Technology Coaches

The following individuals are recommended for Technology Coaches for the 2020-21 school year to assist classroom teachers with instructional technology support. These positions are planned as one-year positions to support the transition to one-to-one technology. The stipend for these positions is \$750 each. Funds for these stipends will come from the approved budgeted amount for Department Chairs and Pathway Chairs. Responsibilities for those positions will be assumed by the superintendent for this year.

Matt Krach	Grades K-1	Mike Rodgers	Social Studies 7-12
Lauren Reynolds	Grades 2-3	Keith Cremer	Science 7-12
Mike Steppe	Grades 4/Ele Specials	Kelly Shearer	English 7-12
Tara McGlensey	Grades 5-6	Jamie Bloom	Math 7-12
		Jessica Kaledas	HS Electives 7-12

Coaches and Workers

The athletic director is recommending school board approval of the following coaches and workers and their stipends/rate of pay for the 2020-2021 season:

Jr High Cross Country – Tracy Knoebel – Head Coach \$2,027
Cheryl Loudenslager - Volunteer

Jr High Softball – Chris Schuler – Volunteer

Game Worker – Tom Lorson

Guest Teacher List 2020-2021

It is recommended the school board add the following individuals to the list of Guest Teachers as submitted by BLaST IU 17 for the 2020-2021 school year.

Suzanne Bastian, Aaron Bogart, Erica Bolden, Robin Borick, Barbara Calaman, Gretchen Carpenter, Benjamin Comfort, Valerie Doebler, John Driscoll III, Vicki Eberhart, Brittany Ellison, Lisa Fogelman, Valerie Foley (Closs), Sherry Francis, Elizabeth Haldeman, Shantay Hall, Ryan Helminiak, Randy Holmes, Chelsey Horner, Elizabeth Kerr, Kevin Kilpatrick, Karen Kirk, Christopher Kuriga, Laurie Long, Ruth McGuire, MaryEllen Miele, Melissa Mitteer-Bradley, Heidi Mnkandhla, Fillin Peace, Christy Phillips, Abigail Ransom, Luke Rodgers, Danielle Rohler, Brenna Segraves, Joseph Shimko, Lacy Wahlers, Patricia Walker and Sarah Weiss.

Substitutes

It is recommended the school board add Maureen Latrayni and Brady Sahn to the 2020-2021 certified substitute roster.

It is recommended the school board add Connie Sciacca, Cody Conser, and Chris Gottschall to the 2020-2021 classified substitute roster.

6. Athletic Training Program Agreement with Lock Haven University – Attachment #3

It is recommended the school board approve the five-year agreement between Lock Haven University and South Williamsport Area School District for athletic training program services as submitted. The agreement will be for five years from date of agreement execution.

7. Justice Works YouthCare Behavioral Analyst Agreement – Attachment #4

It is recommended that the board approve the Behavioral Analyst Agreement between Justice Works YouthCare and the school district for the 2020-2021 school year. The need for this professional support service is based on specific student needs that require a more intensive therapeutic level of intervention. This service works to support the PBIS program, the elementary counselor, and the elementary administration to provide intensive behavioral support for students at school and in the home. In addition, Justice Works YouthCare will provide professional development to staff on supporting students with more significant behavioral challenges. The position has specific data monitoring requirements to evaluate its effectiveness at meeting district needs. This contract is funded through Federal program grants.

8. Transportation Drivers 2020-2021

Jamie Mowrey, Director of Transportation, is requesting approval of the following individuals as South Williamsport School District Transportation Drivers during the 2020-2021 school year:

Assigned Drivers			
Lee Bernstein – 2141	Wesley Robey – 2142	Rob Fritz – 2010	** -2155
Nancy Bieber – 2156	Charlie Brooks – 283	Christine Shifflet – 272	Paul Biblehimer – 282
Nubia Garrido - 263			
Substitute Drivers			
John Clabaugh	Keith Doverspike	Shane Hanley	Rich Hawk
Shane Heydrich	Keith Jordan	Cam Kephart	Becky Nettleton
Brandon Nettleton	Kristopher Runner	Rex Schrum	Doug Wirth
Matthew Horn	Jeff Dugan	Bob Smith	

** = Substitutes will be used until a new driver is licensed.

9. Transportation Schedule 2020-2021 – Attachment #5

Jamie Mowrey, Director of Transportation, is requesting approval of the 2020-2021 South Williamsport Area School District Bus Transportation Schedule as submitted.

10. Approve Policies – First Readings – Attachment #6

It is recommended the school board approve the first reading revisions to the following policies as a result of revised Title IX Regulations. Mr. Holland can discuss the revisions to Title IX that are necessitating these policy updates.

- Policy No. 103 – Discrimination/Title IX Sexual Harassment Affecting Students
- Policy No. 104 – Discrimination/Title IX Sexual Harassment Affecting Staff
- Policy No. 247 – Hazing
- Policy No. 249 – Bullying/Cyberbullying
- Policy No. 252 – Dating Violence
- Policy No. 317.1 – Educator Misconduct
- Policy No. 824 – Maintaining Professional Adult/Student Boundaries

11. Approve Policy 215 Promotion and Retention – First Reading – Attachment #7

It is recommended the school board approve the first reading of the revisions to Policy 215 Promotion and Retention as submitted.

BOARD INFORMATION
September 14, 2020

BOARD MEETING DATES

September 14 – School Board Meeting – 7:00 p.m.
October 05 – School Board Meeting – 7:00 p.m.
November 02 – School Board Meeting – 7:00 p.m.
December 07 – Reorganization Meeting – 7:00 p.m.

BOARD COMMITTEE DATES

September 14 – Vision and Leadership Committee Meeting – 6:00 p.m. -CANCELLED
October 05 – Operations Committee Meeting – 6:00 p.m.
November 02 – Vision and Leadership Committee Meeting – 6:00 p.m.
December 07 – Operations Committee Meeting – 6:00 p.m.

ADDITIONAL INFORMATION

**SOUTH WILLIAMSPORT AREA SCHOOL DISTRICT
TREASURER'S REPORT AS OF JULY 31, 2020**

GENERAL FUND - Checking Account

Book Balance June 30, 2020 2,013,971.12

Receipts

Real Estate Taxes, Face	6111	313,077.77	
Real Estate Taxes, Discount	6211	(6,228.25)	
Earned Income Tax, less Commission	6151	213,430.66	
Real Estate Transfer Tax, less Commission	6153	17,224.33	
Delinquent Tax Collection, less Commission	6411	53,842.76	
Interest Income	6510	14,043.24	
Special Education Subsidy	7270	131,023.00	
Title I	8514	21,586.52	
Title IV	8517	1,771.33	
CARES-ESSER	8741	14,254.84	
Wellness Incentives	Offset Expenses	2,850.00	
Donation for Teacher	Offset Expenses	500.00	
Summer School Fee	Offset Expenses	828.00	
Retiree HI Payments	Offset Expenses	2,700.00	
HI COBRA Payment	Offset Expenses	1,474.47	
Dental Quarterly Settlement Refund	Offset Expenses	12,385.50	
Refund from Vendor	Offset Expenses	43.76	794,807.93

Payments

Payments Issued in July 2020 (1,980,989.16)

Book Balance July 31, 2020 827,789.89

Note1: The Real Estate Transfer Tax is 2 months worth of payments that both came in July 2020.

Note2: The large balance in Interest Income is due from transferring a full year's worth of interest earned in the Payroll checking account to the General Fund account in July 2020.

GENERAL FUND - PLGIT Investment Account

Book Balance June 30, 2020	63,359.61
Interest Income	<u>12.07</u>
Book Balance July 31, 2020	<u>63,371.68</u>

CAFETERIA FUND

Book Balance June 30, 2020		54,710.80
Receipts		
Cafeteria Deposits	-	
National Lunch & Breakfast Program	-	
Interest Income	18.56	18.56
Payments		
Checks Issued in July 2020		-
Book Balance July 31, 2020		54,729.36

CAPITAL RESERVE FUND

Book Balance June 30, 2020	392,793.74
Receipts	-
Interest Income	133.08
Checks Issued in July 2020	-
Book Balance July 31, 2020	392,926.82

STUDENT ACTIVITIES - CLUBS

Book Balance June 30, 2020	83,308.89
Receipts	-
Interest Income	29.02
Checks Issued in July 2020	(55.85)
Book Balance July 31, 2020	83,282.06

STUDENT ACTIVITIES - ATHLETIC BOOSTERS

Book Balance June 30, 2020	71,802.05
Receipts	2,352.50
Interest Income	24.50
Checks Issued in July 2020	(1,031.25)
Book Balance July 31, 2020	73,147.80

Board Summary Report

Fund: 10 GENERAL FUND

As of 06/30/2020

fabrdreg

Account Description	Current Budget	Unliquidated Encumbrances	Expend/Received	Balance	% Used
1100 REGULAR PROGRAMS					
100 SALARIES	4,559,563.00	0.00	4,478,964.90	80,598.10	98.23
200 EMPLOYEE BENEFITS	3,137,881.00	0.00	2,960,411.46	177,469.54	94.34
300 PURCH PROF & TECH SVCS	16,032.00	0.00	12,672.95	3,359.05	79.04
400 PURCHASED PROPERTY SVCS	43,324.00	0.00	39,208.64	4,115.36	90.50
500 OTHER PURCHASED SVCS	552,845.00	0.00	482,241.61	70,603.39	87.22
600 SUPPLIES	179,864.00	0.00	147,100.94	32,763.06	81.78
700 PROPERTY	5,836.00	0.00	5,867.36	-31.36	100.53
800 OTHER OBJECTS	21,333.00	0.00	7,545.94	13,787.06	35.37
Totals for - 1100's	8,516,678.00	0.00	8,134,013.80	382,664.20	95.50
1200 SPECIAL PROGRAMS					
100 SALARIES	1,101,465.00	0.00	1,094,575.82	6,889.18	99.37
200 EMPLOYEE BENEFITS	720,053.00	0.00	719,250.55	802.45	99.88
300 PURCH PROF & TECH SVCS	444,266.00	0.00	263,650.73	180,615.27	59.34
400 PURCHASED PROPERTY SVCS	270.00	0.00	0.00	270.00	0.00
500 OTHER PURCHASED SVCS	12,004.00	0.00	9,066.73	2,937.27	75.53
600 SUPPLIES	19,537.00	0.00	16,444.35	3,092.65	84.17
700 PROPERTY	5,000.00	0.00	1,174.32	3,825.68	23.48
Totals for - 1200's	2,302,595.00	0.00	2,104,162.50	198,432.50	91.38
1300 VOCATIONAL EDUCATION					
100 SALARIES	270,536.00	0.00	272,555.34	-2,019.34	100.74
200 EMPLOYEE BENEFITS	175,667.00	0.00	174,155.33	1,511.67	99.13
400 PURCHASED PROPERTY SVCS	1,800.00	0.00	0.00	1,800.00	0.00
500 OTHER PURCHASED SVCS	257,520.00	0.00	1,907.48	255,612.52	0.74
600 SUPPLIES	16,389.00	0.00	6,901.78	9,487.22	42.11
Totals for - 1300's	721,912.00	0.00	455,519.93	266,392.07	63.09
1400 OTHER INSTRUCTION					

Board Summary Report

Fund: 10 GENERAL FUND

As of 06/30/2020

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Account Description	Current Budget	Unliquidated Encumbrances	Expend/Received	Balance	% Used
100 SALARIES	205,426.00	0.00	199,631.48	5,794.52	97.17
200 EMPLOYEE BENEFITS	132,974.00	0.00	120,943.12	12,030.88	90.95
300 PURCH PROF & TECH SVCS	28,013.00	0.00	28,005.80	7.20	99.97
500 OTHER PURCHASED SVCS	126,000.00	0.00	132,355.49	-6,355.49	105.04
600 SUPPLIES	3,978.00	0.00	4,152.67	-174.67	104.39
800 OTHER OBJECTS	1,200.00	0.00	175.14	1,024.86	14.59
Totals for - 1400's	497,591.00	0.00	485,263.70	12,327.30	97.52
2100 SUPPORT FOR STUDENTS					
100 SALARIES	235,104.00	0.00	220,462.07	14,641.93	93.77
200 EMPLOYEE BENEFITS	143,797.00	0.00	132,660.42	11,136.58	92.25
500 OTHER PURCHASED SVCS	1,600.00	0.00	452.40	1,147.60	28.27
600 SUPPLIES	7,764.00	0.00	3,294.20	4,469.80	42.42
800 OTHER OBJECTS	325.00	0.00	210.00	115.00	64.61
Totals for - 2100's	388,590.00	0.00	357,079.09	31,510.91	91.89
2200 SUPPORT FOR INSTRUCTION					
100 SALARIES	224,248.00	0.00	231,381.21	-7,133.21	103.18
200 EMPLOYEE BENEFITS	243,731.00	0.00	220,461.12	23,269.88	90.45
300 PURCH PROF & TECH SVCS	163,758.00	0.00	162,888.20	869.80	99.46
400 PURCHASED PROPERTY SVCS	6,000.00	0.00	941.84	5,058.16	15.69
500 OTHER PURCHASED SVCS	16,879.00	0.00	9,931.84	6,947.16	58.84
600 SUPPLIES	42,761.00	0.00	41,759.49	1,001.51	97.65
700 PROPERTY	86,059.00	0.00	80,612.83	5,446.17	93.67
Totals for - 2200's	783,436.00	0.00	747,976.53	35,459.47	95.47
2300 ADMINISTRATION					
100 SALARIES	622,750.00	0.00	671,563.05	-48,813.05	107.83
200 EMPLOYEE BENEFITS	623,359.00	0.00	593,674.85	29,684.15	95.23
300 PURCH PROF & TECH SVCS	84,000.00	0.00	81,906.42	2,093.58	97.50

Board Summary Report

Fund: 10 GENERAL FUND

As of 06/30/2020

fabrdreg

Account Description	Current Budget	Unliquidated Encumbrances	Expend/Received	Balance	% Used
400 PURCHASED PROPERTY SVCS	0.00	0.00	0.00	0.00	0.00
500 OTHER PURCHASED SVCS	18,625.00	0.00	17,172.53	1,452.47	92.20
600 SUPPLIES	17,559.00	0.00	13,501.94	4,057.06	76.89
800 OTHER OBJECTS	12,750.00	0.00	16,455.09	-3,705.09	129.05
Totals for - 2300's	1,379,043.00	0.00	1,394,273.88	-15,230.88	101.10
2400 PUPIL HEALTH					
100 SALARIES	114,299.00	0.00	116,359.70	-2,060.70	101.80
200 EMPLOYEE BENEFITS	52,701.00	0.00	53,096.20	-395.20	100.74
300 PURCH PROF & TECH SVCS	5,100.00	0.00	2,500.00	2,600.00	49.01
400 PURCHASED PROPERTY SVCS	303.00	0.00	0.00	303.00	0.00
500 OTHER PURCHASED SVCS	275.00	0.00	0.00	275.00	0.00
600 SUPPLIES	9,639.00	0.00	3,234.73	6,404.27	33.55
Totals for - 2400's	182,317.00	0.00	175,190.63	7,126.37	96.09
2500 BUSINESS OFFICE					
100 SALARIES	155,000.00	0.00	166,193.94	-11,193.94	107.22
200 EMPLOYEE BENEFITS	129,028.00	0.00	121,892.91	7,135.09	94.47
300 PURCH PROF & TECH SVCS	15,200.00	0.00	14,495.64	704.36	95.36
400 PURCHASED PROPERTY SVCS	2,482.00	0.00	2,524.80	-42.80	101.72
500 OTHER PURCHASED SVCS	14,500.00	0.00	7,268.60	7,231.40	50.12
600 SUPPLIES	3,266.00	0.00	2,286.20	979.80	70.00
Totals for - 2500's	319,476.00	0.00	314,662.09	4,813.91	98.49
2600 PLANT SERVICES					
100 SALARIES	611,111.00	0.00	583,883.51	27,227.49	95.54
200 EMPLOYEE BENEFITS	555,783.00	0.00	531,090.23	24,692.77	95.55
300 PURCH PROF & TECH SVCS	60,000.00	0.00	55,043.46	4,956.54	91.73
400 PURCHASED PROPERTY SVCS	226,266.00	0.00	214,141.43	12,124.57	94.64
500 OTHER PURCHASED SVCS	91,065.00	0.00	88,666.43	2,398.57	97.36

Board Summary Report

Fund: 10 GENERAL FUND

As of 06/30/2020

fabrdreg

Account Description	Current Budget	Unliquidated Encumbrances	Expend/Received	Balance	% Used
600 SUPPLIES	405,383.00	0.00	418,615.89	-13,232.89	103.26
700 PROPERTY	2,300.00	0.00	733.36	1,566.64	31.88
800 OTHER OBJECTS	600.00	0.00	0.00	600.00	0.00
Totals for - 2600's	1,952,508.00	0.00	1,892,174.31	60,333.69	96.90
2700 STUDENT TRANSPORTATION					
100 SALARIES	17,834.00	0.00	12,342.44	5,491.56	69.20
200 EMPLOYEE BENEFITS	7,479.00	0.00	5,176.41	2,302.59	69.21
300 PURCH PROF & TECH SVCS	3,250.00	0.00	3,250.00	0.00	100.00
500 OTHER PURCHASED SVCS	318,207.00	0.00	297,253.84	20,953.16	93.41
600 SUPPLIES	58,673.00	0.00	32,401.47	26,271.53	55.22
Totals for - 2700's	405,443.00	0.00	350,424.16	55,018.84	86.42
3100 FOOD SERVICE					
100 SALARIES	0.00	0.00	0.00	0.00	0.00
200 EMPLOYEE BENEFITS	0.00	0.00	0.00	0.00	0.00
Totals for - 3100's	0.00	0.00	0.00	0.00	0.00
3200 STUDENT ACTIVITIES					
100 SALARIES	208,065.00	0.00	207,081.21	983.79	99.52
200 EMPLOYEE BENEFITS	87,275.00	0.00	73,261.32	14,013.68	83.94
300 PURCH PROF & TECH SVCS	68,714.00	0.00	56,539.98	12,174.02	82.28
400 PURCHASED PROPERTY SVCS	5,700.00	0.00	3,913.75	1,786.25	68.66
500 OTHER PURCHASED SVCS	44,553.00	0.00	34,048.83	10,504.17	76.42
600 SUPPLIES	56,097.00	0.00	47,924.35	8,172.65	85.43
800 OTHER OBJECTS	24,575.00	0.00	16,471.87	8,103.13	67.02
Totals for - 3200's	494,979.00	0.00	439,241.31	55,737.69	88.73
3300 COMMUNITY SERVICES					
100 SALARIES	1,000.00	0.00	0.00	1,000.00	0.00

Board Summary Report

Fund: 10 GENERAL FUND

As of 06/30/2020

fabrdreg

Account Description	Current Budget	Unliquidated Encumbrances	Expend/Received	Balance	% Used
200 EMPLOYEE BENEFITS	420.00	0.00	0.00	420.00	0.00
500 OTHER PURCHASED SVCS	13,500.00	0.00	11,931.29	1,568.71	88.37
Totals for - 3300's	14,920.00	0.00	11,931.29	2,988.71	79.96
5100 DEBT SERVICE					
800 OTHER OBJECTS	2,000.00	0.00	665.18	1,334.82	33.25
900 OTHER USES OF FUNDS	1,717,676.00	0.00	1,717,997.00	-321.00	100.01
Totals for - 5100's	1,719,676.00	0.00	1,718,662.18	1,013.82	99.94
5200 FUND TRANSFERS					
900 OTHER USES OF FUNDS	0.00	0.00	79,616.35	-79,616.35	0.00
Totals for - 5200's	0.00	0.00	79,616.35	-79,616.35	0.00
5900 BUDGETARY RESERVE					
800 OTHER OBJECTS	64,799.00	0.00	0.00	64,799.00	0.00
Totals for - 5900's	64,799.00	0.00	0.00	64,799.00	0.00
EXPENDITURE Totals	19,743,963.00	0.00	18,660,191.75	1,083,771.25	94.51
FUND 10 - TOTALS:					
Total Expenditure	17,959,488.00	0.00	16,861,913.22	1,097,574.78	93.88
Total Other Expenditure	1,784,475.00	0.00	1,798,278.53	-13,803.53	100.77
Total Revenue	0.00	0.00	0.00	0.00	0.00
Total Other Revenue	0.00	0.00	0.00	0.00	0.00
Totals	19,743,963.00	0.00	18,660,191.75	1,083,771.25	94.51

Board Summary Report

Fund: 10 GENERAL FUND

As of 06/30/2021

fabrdreg

Account Description	Current Budget	Unliquidated Encumbrances	Expend/Received	Balance	% Used
1100 REGULAR PROGRAMS					
100 SALARIES	4,547,101.00	0.00	168,217.71	4,378,883.29	3.69
200 EMPLOYEE BENEFITS	3,019,974.00	0.00	263,771.78	2,756,202.22	8.73
300 PURCH PROF & TECH SVCS	15,450.00	0.00	4,663.68	10,786.32	30.18
400 PURCHASED PROPERTY SVCS	36,770.00	0.00	3,326.01	33,443.99	9.04
500 OTHER PURCHASED SVCS	602,205.00	10,400.00	-828.00	592,633.00	1.58
600 SUPPLIES	177,480.00	60,166.69	40,850.89	76,462.42	56.91
700 PROPERTY	3,840.00	0.00	2,628.90	1,211.10	68.46
800 OTHER OBJECTS	21,355.00	0.00	304.00	21,051.00	1.42
Totals for - 1100's	8,424,175.00	70,566.69	482,934.97	7,870,673.34	6.57
1200 SPECIAL PROGRAMS					
100 SALARIES	1,165,237.00	0.00	38,270.37	1,126,966.63	3.28
200 EMPLOYEE BENEFITS	821,085.00	0.00	62,181.95	758,903.05	7.57
300 PURCH PROF & TECH SVCS	395,500.00	0.00	0.00	395,500.00	0.00
400 PURCHASED PROPERTY SVCS	270.00	0.00	0.00	270.00	0.00
500 OTHER PURCHASED SVCS	10,292.00	0.00	0.00	10,292.00	0.00
600 SUPPLIES	18,863.00	1,442.81	1,032.84	16,387.35	13.12
700 PROPERTY	5,000.00	0.00	0.00	5,000.00	0.00
Totals for - 1200's	2,416,247.00	1,442.81	101,485.16	2,313,319.03	4.25
1300 VOCATIONAL EDUCATION					
100 SALARIES	277,941.00	0.00	10,462.93	267,478.07	3.76
200 EMPLOYEE BENEFITS	179,431.00	0.00	15,442.82	163,988.18	8.60
400 PURCHASED PROPERTY SVCS	0.00	0.00	0.00	0.00	0.00
500 OTHER PURCHASED SVCS	258,040.00	0.00	65.00	257,975.00	0.02
600 SUPPLIES	8,982.00	1,266.71	1,351.26	6,364.03	29.14
Totals for - 1300's	724,394.00	1,266.71	27,322.01	695,805.28	3.94
1400 OTHER INSTRUCTION					

Board Summary Report

Fund: 10 GENERAL FUND

As of 06/30/2021

fabrdreg

Account Description	Current Budget	Unliquidated Encumbrances	Expend/Received	Balance	% Used
100 SALARIES	209,712.00	0.00	5,267.82	204,444.18	2.51
200 EMPLOYEE BENEFITS	117,156.00	0.00	6,760.10	110,395.90	5.77
300 PURCH PROF & TECH SVCS	30,736.00	0.00	0.00	30,736.00	0.00
500 OTHER PURCHASED SVCS	126,000.00	0.00	50.00	125,950.00	0.03
600 SUPPLIES	3,978.00	0.00	240.29	3,737.71	6.04
800 OTHER OBJECTS	1,200.00	0.00	0.00	1,200.00	0.00
Totals for - 1400's	488,782.00	0.00	12,318.21	476,463.79	2.52
2100 SUPPORT FOR STUDENTS					
100 SALARIES	238,509.00	0.00	16,235.60	222,273.40	6.80
200 EMPLOYEE BENEFITS	162,817.00	0.00	14,564.23	148,252.77	8.94
500 OTHER PURCHASED SVCS	1,000.00	0.00	0.00	1,000.00	0.00
600 SUPPLIES	8,991.00	0.00	1,272.90	7,718.10	14.15
800 OTHER OBJECTS	325.00	0.00	220.00	105.00	67.69
Totals for - 2100's	411,642.00	0.00	32,292.73	379,349.27	7.84
2200 SUPPORT FOR INSTRUCTION					
100 SALARIES	231,077.00	0.00	4,139.63	226,937.37	1.79
200 EMPLOYEE BENEFITS	247,148.00	0.00	50,505.07	196,642.93	20.43
300 PURCH PROF & TECH SVCS	184,059.00	0.00	43,182.00	140,877.00	23.46
400 PURCHASED PROPERTY SVCS	5,000.00	0.00	0.00	5,000.00	0.00
500 OTHER PURCHASED SVCS	25,479.00	0.00	995.00	24,484.00	3.90
600 SUPPLIES	54,148.00	0.00	22,160.17	31,987.83	40.92
700 PROPERTY	431,989.00	2,000.00	423,365.42	6,623.58	98.46
Totals for - 2200's	1,178,900.00	2,000.00	544,347.29	632,552.71	46.34
2300 ADMINISTRATION					
100 SALARIES	621,592.00	0.00	47,897.54	573,694.46	7.70
200 EMPLOYEE BENEFITS	593,243.00	0.00	105,872.87	487,370.13	17.84
300 PURCH PROF & TECH SVCS	78,375.00	0.00	7,010.00	71,365.00	8.94

Board Summary Report

Fund: 10 GENERAL FUND

As of 06/30/2021

fabrdreg

Account Description	Current Budget	Unliquidated Encumbrances	Expend/Received	Balance	% Used
400 PURCHASED PROPERTY SVCS	0.00	0.00	0.00	0.00	0.00
500 OTHER PURCHASED SVCS	19,460.00	0.00	5,500.10	13,959.90	28.26
600 SUPPLIES	21,465.00	487.53	2,449.80	18,527.67	13.68
700 PROPERTY	1,100.00	0.00	0.00	1,100.00	0.00
800 OTHER OBJECTS	16,300.00	0.00	7,825.33	8,474.67	48.00
Totals for - 2300's	1,351,535.00	487.53	176,555.64	1,174,491.83	13.09
2400 PUPIL HEALTH					
100 SALARIES	115,785.00	0.00	8,860.94	106,924.06	7.65
200 EMPLOYEE BENEFITS	53,584.00	0.00	4,199.69	49,384.31	7.83
300 PURCH PROF & TECH SVCS	5,100.00	0.00	0.00	5,100.00	0.00
400 PURCHASED PROPERTY SVCS	303.00	0.00	0.00	303.00	0.00
500 OTHER PURCHASED SVCS	275.00	0.00	0.00	275.00	0.00
600 SUPPLIES	5,961.00	950.54	1,534.77	3,475.69	41.69
Totals for - 2400's	181,008.00	950.54	14,595.40	165,462.06	8.58
2500 BUSINESS OFFICE					
100 SALARIES	159,800.00	0.00	9,626.77	150,173.23	6.02
200 EMPLOYEE BENEFITS	124,625.00	0.00	26,522.33	98,102.67	21.28
300 PURCH PROF & TECH SVCS	20,444.00	0.00	0.00	20,444.00	0.00
400 PURCHASED PROPERTY SVCS	2,527.00	0.00	410.34	2,116.66	16.23
500 OTHER PURCHASED SVCS	15,500.00	0.00	435.29	15,064.71	2.80
600 SUPPLIES	3,266.00	0.00	866.58	2,399.42	26.53
Totals for - 2500's	326,162.00	0.00	37,861.31	288,300.69	11.60
2600 PLANT SERVICES					
100 SALARIES	625,165.00	0.00	89,018.05	536,146.95	14.23
200 EMPLOYEE BENEFITS	561,671.00	0.00	99,065.85	462,605.15	17.63
300 PURCH PROF & TECH SVCS	60,000.00	0.00	0.00	60,000.00	0.00
400 PURCHASED PROPERTY SVCS	221,671.00	4,985.68	46,759.29	169,926.03	23.34

Board Summary Report

Fund: 10 GENERAL FUND

As of 06/30/2021

fabrdreg

Account Description	Current Budget	Unliquidated Encumbrances	Expend/Received	Balance	% Used
500 OTHER PURCHASED SVCS	83,350.00	0.00	606.27	82,743.73	0.72
600 SUPPLIES	464,343.00	173,391.88	85,819.11	205,132.01	55.82
700 PROPERTY	1,500.00	584.10	0.00	915.90	38.94
800 OTHER OBJECTS	200.00	0.00	0.00	200.00	0.00
Totals for - 2600's	2,017,900.00	178,961.66	321,268.57	1,517,669.77	24.78
2700 STUDENT TRANSPORTATION					
100 SALARIES	18,261.00	0.00	497.25	17,763.75	2.72
200 EMPLOYEE BENEFITS	7,699.00	0.00	208.55	7,490.45	2.70
300 PURCH PROF & TECH SVCS	3,250.00	0.00	0.00	3,250.00	0.00
500 OTHER PURCHASED SVCS	324,361.00	0.00	2,770.94	321,590.06	0.85
600 SUPPLIES	50,000.00	0.00	145.12	49,854.88	0.29
Totals for - 2700's	403,571.00	0.00	3,621.86	399,949.14	0.89
3100 FOOD SERVICE					
100 SALARIES	0.00	0.00	0.00	0.00	0.00
200 EMPLOYEE BENEFITS	0.00	0.00	13,497.12	-13,497.12	0.00
Totals for - 3100's	0.00	0.00	13,497.12	-13,497.12	0.00
3200 STUDENT ACTIVITIES					
100 SALARIES	223,442.00	0.00	1,966.60	221,475.40	0.88
200 EMPLOYEE BENEFITS	94,206.00	0.00	829.13	93,376.87	0.88
300 PURCH PROF & TECH SVCS	69,391.00	0.00	6,199.00	63,192.00	8.93
400 PURCHASED PROPERTY SVCS	4,500.00	0.00	0.00	4,500.00	0.00
500 OTHER PURCHASED SVCS	44,073.00	0.00	11,405.00	32,668.00	25.87
600 SUPPLIES	53,613.00	3,049.40	695.64	49,867.96	6.98
800 OTHER OBJECTS	27,070.00	0.00	1,906.00	25,164.00	7.04
Totals for - 3200's	516,295.00	3,049.40	23,001.37	490,244.23	5.04
3300 COMMUNITY SERVICES					

Board Summary Report

Fund: 10 GENERAL FUND

As of 06/30/2021

fabrdreg

Account Description	Current Budget	Unliquidated Encumbrances	Expend/Received	Balance	% Used
100 SALARIES	1,000.00	0.00	0.00	1,000.00	0.00
200 EMPLOYEE BENEFITS	422.00	0.00	0.00	422.00	0.00
500 OTHER PURCHASED SVCS	15,100.00	0.00	0.00	15,100.00	0.00
Totals for - 3300's	16,522.00	0.00	0.00	16,522.00	0.00
5100 DEBT SERVICE					
800 OTHER OBJECTS	2,000.00	0.00	393.02	1,606.98	19.65
900 OTHER USES OF FUNDS	617,500.00	0.00	780.00	616,720.00	0.12
Totals for - 5100's	619,500.00	0.00	1,173.02	618,326.98	0.18
5200 FUND TRANSFERS					
900 OTHER USES OF FUNDS	366,674.00	0.00	0.00	366,674.00	0.00
Totals for - 5200's	366,674.00	0.00	0.00	366,674.00	0.00
5900 BUDGETARY RESERVE					
800 OTHER OBJECTS	64,799.00	0.00	0.00	64,799.00	0.00
Totals for - 5900's	64,799.00	0.00	0.00	64,799.00	0.00
EXPENDITURE Totals	19,508,106.00	258,725.34	1,792,274.66	17,457,106.00	10.51
FUND 10 - TOTALS:					
Total Expenditure	18,457,133.00	258,725.34	1,791,101.64	16,407,306.02	11.10
Total Other Expenditure	1,050,973.00	0.00	1,173.02	1,049,799.98	0.11
Total Revenue	0.00	0.00	0.00	0.00	0.00
Total Other Revenue	0.00	0.00	0.00	0.00	0.00
Totals	19,508,106.00	258,725.34	1,792,274.66	17,457,106.00	10.51

Fund Accounting Check Summary

General Fund - From 07/23/2020 To 09/09/2020

facksmc

Check #	Vendor Name	Description Of Purchase	Description Of Purchase	Check Amount
00018291	BARR'S HARDWARE	GENERAL SUPPLIES.....		1,571.86
00018292	B & H PHOTO VIDEO	GENERAL SUPPLIES.....		300.57
00018293	KEN BERGREN, INC.	REPAIRS & MAINT.....		115.93
00018294	CM REGENT, LLC	INCOME PROTECTION.....	LIFE INSURANCE.....	2,273.51
00018295	CXTEC	ORIGINAL EQUIPMENT.....		358.07
00018296	DAVE'S PRO AUTO SERVICE	REPAIRS & MAINT.....		58.25
00018297	W A DEHART INC	GENERAL SUPPLIES.....		1,140.00
00018298	DELL MARKETING LP	ORIGINAL EQUIPMENT.....		73,096.26
00018299	DELTA DENTAL OF PA	DENTAL INSURANCE.....		7,600.00
00018300	DICK BLICK ART MATERIALS	GENERAL SUPPLIES.....		66.55
00018301	EDUCATIONAL INNOVATIONS INC	GENERAL SUPPLIES.....		141.79
00018302	FLINN SCIENTIFIC INC	GENERAL SUPPLIES.....		83.05
00018303	GOPHER SPORTS	GENERAL SUPPLIES.....		4,646.16
00018304	GROTH MUSIC INSTRUMENTS	GENERAL SUPPLIES.....		88.98
00018305	HOUGHTON MIFFLIN HARCOURT	WORKBOOKS.....		517.14
00018306	PUBLISHING CO	REPAIRS & MAINT.....		144.57
00018307	HURWITZ BATTERIES	REPAIRS & MAINT.....		800.00
00018308	KEYSTONE NATURAL TURF	GENERAL SUPPLIES.....		5,466.92
00018309	KURTZ BROTHERS	PURCHASE TECH SERVICE.....		11,909.05
00018310	LANCASTER LEBANON IU 13	GENERAL SUPPLIES.....		2,771.25
00018311	LEARNING A - Z	GENERAL SUPPLIES.....		241.11
00018312	LOWE'S COMPANIES INC	GENERAL SUPPLIES.....		159.90
00018313	MEIER SUPPLY CO INC	GENERAL SUPPLIES.....		121.45
00018314	MUSIC IS ELEMENTARY	GENERAL SUPPLIES.....		184.99
00018315	NAVESINK PROTECTIVE	EQUIPMENT		80.00
00018316	NORTH CENTRAL SIGHT SERVICES	DISPOSAL SERVICES.....		12,748.81
00018317	PSBA INSURANCE TRUST	UNEMPLOYMENT COMP.....		112.54
00018318	PLANKENHORN STATIONERY CO.	GENERAL SUPPLIES.....		46.39
00018319	PPL ELECTRIC UTILITIES	ELECTRICITY.....		353,274.18
00018320	PAYROLL FUND	GROSS 7-31-20.....	ER RETIRE 7-31-20.....	226.65
00018321	REALLY GOOD STUFF INC	GENERAL SUPPLIES.....		3,753.71
00018322	SANICO INC	GENERAL SUPPLIES.....		145.35
00018323	SCHAEDLER YESCO DISTRIBUTION	GENERAL SUPPLIES.....		49.49
00018324	ROBERT M. SIDES, INC.	GENERAL SUPPLIES.....		119.88
00018325	MARK STAMM	PURCHASE TECH SERVICE.....		1,643.10
00018326	SUSQUEHANNA TRANSIT CO	CONTRACTED CARRIERS.....		358.90
00018327	SUPER DUPER PUBLICATIONS	GENERAL SUPPLIES.....		250.72
00018328	TRIARCO ARTS & CRAFTS	GENERAL SUPPLIES.....		2,700.00
00018329	TROX	ORIGINAL EQUIPMENT.....		

* Denotes Non-Negotiable Transaction

P - Prenote

d - Direct Deposit

c - Credit Card Payment

- Payables within Check

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Fund Accounting Check Summary

General Fund - From 07/23/2020 To 09/09/2020

facksmc

Check #	Vendor Name	Description Of Purchase	Description Of Purchase	Check Amount
00018329	VERIZON	TELEPHONE SERVICE.....		169.30
00018330	VOYAGER SOPRIS LEARNING	GENERAL SUPPLIES.....		173.69
00018331	WM CORPORATE SERVICES INC	DISPOSAL SERVICES.....		2,775.00
00018332	YOUR BUILDING CENTERS, INC.	GENERAL SUPPLIES.....		562.70
00018333	A/CAPA	DUES & FEES.....		80.00
00018334	ACP DIRECT	GENERAL SUPPLIES.....		337.70
00018335	APPLE INC. c/o APPLE	ORIGINAL EQUIPMENT.....		5,635.00
	FINANCIAL SERVICES			
00018336	CLASSWORK CO DBA CLASSKICK	GENERAL SUPPLIES.....		499.00
00018337	W A DEHART INC	GENERAL SUPPLIES.....		1,710.00
00018338	ENCOVA INSURANCE	WORKERS COMP.....		5,277.00
00018339	FAMILY ID	DUES & FEES.....		0.00
00018340	FLAGHOUSE INC	GENERAL SUPPLIES.....		251.90
00018341	FLUENCY MATTERS	GENERAL SUPPLIES.....		905.00
00018342	GEM	REPAIRS & MAINT.....		18.56
00018343	GRAPHIC EDGE	GENERAL SUPPLIES.....		5,016.36
00018344	HEINEMANN PUBLISHING	TRAVEL.....		398.00
00018345	HILSHER GRAPHICS	GENERAL SUPPLIES.....		1,017.43
00018346	KEYSTONE COMMUNICATIONS	REPEATERS/DUPLEXERS/FCC LICENSE...		33,535.00
00018347	KURTZ BROTHERS	GENERAL SUPPLIES.....		533.70
00018348	MURPHY, BUTTERFIELD &	PROF SERVICES-POLICY 215.....	PROF SERVICES-RTK REQUEST.....	210.00
	HOLLAND, P.C.			
00018349	NASCO	GENERAL SUPPLIES.....		36.12
00018350	NITTANY OIL	GASOLINE.....	DIESEL FUEL.....	651.60
00018351	PENNSYLVANIA COLLEGE OF	GENERAL SUPPLIES.....		500.00
	TECHNOLOGY			
00018352	PNEA	DUES & FEES-J KALEIDAS.....		142.00
00018353	PRESTWICK HOUSE	TEXTBOOKS.....		546.04
00018354	RICOH USA INC	REPAIRS & MAINT.....		445.92
00018355	SAVVAS LEARNING COMPANY	WORKBOOKS.....		569.11
00018356	SCHOOL SPECIALTY INC	GENERAL SUPPLIES.....		31.01
00018357	SCHOOL DATEBOOKS INC	GENERAL SUPPLIES.....		1,540.69
00018358	SHERWIN WILLIAMS	GENERAL SUPPLIES.....		97.68
00018359	SHI International Corp	GENERAL SUPPLIES.....		890.00
00018360	ROBERT M. SIDES, INC.	ORIGINAL EQUIPMENT.....		1,522.40
00018361	SDE REGISTRATIONS	TRAVEL.....		597.00
00018362	SUSQUEHANNA TRANSIT CO	CONTRACTED CARRIERS.....		2,574.19
00018363	TEACHERS DISCOVERY	GENERAL SUPPLIES.....		235.57
00018364	West Music	GENERAL SUPPLIES.....		32.24

* Denotes Non-Negotiable Transaction

P - Prenote

C - Credit Card Payment

d - Direct Deposit

- Payables within Check

SOUTH WILLIAMSPORT SCHOOL DIST

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Fund Accounting Check Summary

General Fund - From 07/23/2020 To 09/09/2020

facksmc

Check #	Vendor Name	Description Of Purchase	Description Of Purchase	Check Amount
00018365	FAMILY ID	DUES & FEES.....		1,170.00
00018366	AMERICAN TIME	GENERAL SUPPLIES.....		658.93
00018367	BARR'S HARDWARE	GENERAL SUPPLIES.....		163.64
00018368	BAKER TILLY VIRCHOW KRAUSE LLP	ACCOUNTING SERVICES.....		5,500.00
00018369	BREAKOUT, INC	GENERAL SUPPLIES.....		50.00
00018370	CREST/GOOD MANUFACTURING CO	GENERAL SUPPLIES.....		194.60
00018371	J C EHRlich	REPAIRS & MAINT.....		175.00
00018372	STEPHANIE FAY	GENERAL SUPPLIES.....		378.40
00018373	FOLLETT SCHOOL SOLUTIONS INC	TEXTBOOKS.....		197.25
00018374	FRY'S FIRE	REPAIRS & MAINT.....		1,106.21
00018375	HURWITZ BATTERIES	GENERAL SUPPLIES.....		605.55
00018376	KEYSTONE ADVERTISING	GENERAL SUPPLIES.....		1,590.00
	SPECIALTIES			
00018377	KURTZ BROTHERS	GENERAL SUPPLIES.....		837.19
00018378	LCWSA	SEWER SERVICE.....		887.50
00018379	LYCOMING CO RMS	DISPOSAL SERVICES.....		38.93
00018380	MEIER SUPPLY CO INC	GENERAL SUPPLIES.....		250.43
00018381	MID-ATLANTIC IRRIGATION CO INC	GENERAL SUPPLIES.....		397.07
00018382	NASCO	GENERAL SUPPLIES.....		354.40
00018383	ELERY W NAU INC	GENERAL SUPPLIES.....		552.93
00018384	PASCO Scientific	GENERAL SUPPLIES.....		3,007.71
00018385	PLANKENHORN STATIONERY CO.	GENERAL SUPPLIES.....		37.98
00018386	PAYROLL FUND	GROSS 8-14-20.....	ER RETIRE 8-14-20.....	361,697.35
00018387	RICOH USA INC	REPAIRS & MAINT.....		468.64
00018388	SAGE TECHNOLOGY SOLUTIONS	GENERAL SUPPLIES.....		509.71
00018389	SCHAEGLER YESCO DISTRIBUTION	GENERAL SUPPLIES.....		586.93
00018390	ROBERT M. SIDES, INC.	GENERAL SUPPLIES.....		610.43
00018391	SUN GAZETTE CO	ADVERTISING.....		58.71
00018392	TEACHERS DISCOVERY	GENERAL SUPPLIES.....		373.28
00018393	UGI ENERGY SERVICES	NATURAL GAS.....		773.61
00018394	UGI UTILITIES, INC.	NATURAL GAS.....		2,804.84
00018395	WORTHINGTON DIRECT	GENERAL SUPPLIES.....		514.98
00018396	XEROX CORP	REPAIRS & MAINT.....		262.25
00018397	ZANER BLOSER INC	WORKBOOKS.....		1,337.92
00018398	BARR'S HARDWARE	GENERAL SUPPLIES.....		167.71
00018399	J C EHRlich	REPAIRS & MAINT.....		284.00
00018400	HILSHER GRAPHICS	GENERAL SUPPLIES.....	20-21 HANDBOOK CHANGES.....	800.85

* Denotes Non-Negotiable Transaction
 # - Payables within Check P - Prenote d - Direct Deposit c - Credit Card Payment

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Fund Accounting Check Summary

General Fund - From 07/23/2020 To 09/09/2020

facksmc

Check #	Vendor Name	Description Of Purchase	Description Of Purchase	Check Amount
00018401	Infocon Corporation	PRINTING.....		3,906.01
00018402	KNARR BOILER SERVICE	REPAIRS & MAINT.....		175.00
00018403	KURTZ BROTHERS	GENERAL SUPPLIES.....		710.15
00018404	LOWE'S COMPANIES INC	GENERAL SUPPLIES.....		189.76
00018405	LYCOMING LAWN AND GARDEN	GENERAL SUPPLIES.....		51.98
00018406	LYCOMING CO RMS	DISPOSAL SERVICES.....		20.00
00018407	MACGILL	GENERAL SUPPLIES.....		1,066.30
00018408	MONTGOMERY COUNTY IU #23	PURCHASE TECH SERVICE.....		390.60
00018409	MUSIC IS ELEMENTARY	GENERAL SUPPLIES.....		301.32
00018410	NASSP	NAT'L HONOR SOCIETY MEMBERSHIP.....	NAT'L JR HONOR SOCIETY MEMBERSHIP.	770.00
00018411	PPL ELECTRIC UTILITIES	ELECTRICITY.....		13,911.83
00018412	SLIPPERY ROCK UNIVERSITY	TUITION REIMBURSEMENT-R. SWINEHART		1,548.00
00018413	West Music	GENERAL SUPPLIES.....		104.34
00018414	XEROX CORP	REPAIRS & MAINT.....		875.35
00018415	MYRETA A CHURBA	PROFESSIONAL SALARY.....	Mentor.....	500.00
00018416	ANDREWS NETWORK ENTERPRISES INC	PURCHASE TECH SERVICE.....		3,225.00
00018417	BARR'S HARDWARE	GENERAL SUPPLIES.....		58.74
00018418	BLAST INTERMEDIATE UNIT 17	ALTERNATIVE ED-BSI.....	ALTERNATIVE ED-DAY TREATMENT.....	67,790.12
00018419	CXTEC	ORIGINAL EQUIPMENT.....		1,694.00
00018420	W A DEHART INC	GENERAL SUPPLIES.....		881.25
00018421	EPIUS TECHNOLOGY INC	GENERAL SUPPLIES.....		1,497.00
00018422	ETTINGERS LANDSCAPEING	GENERAL SUPPLIES.....		396.00
00018423	FLINN SCIENTIFIC INC	GENERAL SUPPLIES.....		267.93
00018424	GBM	REPAIRS & MAINT.....		152.17
00018425	HILSHER GRAPHICS	GENERAL SUPPLIES.....	IPad Labels.....	1,699.50
00018426	HUDL	PURCHASE TECH SERVICE.....		6,199.00
00018427	KEYSTONE NATURAL TURF	REPAIRS & MAINT.....		1,360.00
00018428	KURTZ BROTHERS	GENERAL SUPPLIES.....		7,537.36
00018429	LISA LAIDACKER	GENERAL SUPPLIES-7th Gr Orientatio		426.15
00018430	LJC JANITORIAL DISTRIBUTORS	GENERAL SUPPLIES.....		2,568.50
00018431	LOWE'S COMPANIES INC	GENERAL SUPPLIES.....		118.08
00018432	MCCLURE COMPANY	GENERAL SUPPLIES.....		560.00
00018433	MEIER SUPPLY CO INC	GENERAL SUPPLIES.....		30.89
00018434	PACE ANALYTICAL SERVICES, LLC	REPAIRS & MAINT.....		39.00
00018435	NITTANY ENERGY	GASOLINE.....		361.12
00018436	ADAM RUBERT	GENERAL SUPPLIES-TEACHERSPAYTEACHE	GENERAL SUPPLIES-SCHOOL OF LIFE...	833.16
00018437	SANICO INC	GENERAL SUPPLIES.....		800.25
00018438	SENROR WOOLY	GENERAL SUPPLIES.....		27.72

* Denotes Non-Negotiable Transaction

P - Prenote

d - Direct Deposit

c - Credit Card Payment

- Payables within Check

09/10/2020 09:43:49 AM

SOUTH WILLIAMSPORT SCHOOL DIST

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Fund Accounting Check Summary

General Fund - From 07/23/2020 To 09/09/2020

facksmc

Check #	Vendor Name	Description Of Purchase	Description Of Purchase	Check Amount	#
00018439	SPORTS PARADISE	GENERAL SUPPLIES.....		129.85	
00018440	TRI DIM FILTER CORP	GENERAL SUPPLIES.....		2,421.25	
00018441	VERIZON	TELEPHONE SERVICE.....		166.88	
00018442	VERIZON WIRELESS	CELL PHONE SERVICE.....		96.09	
00018443	WM CORPORATE SERVICES INC	DISPOSAL SERVICES.....		2,775.00	
00018444	WERT BOOKBINDING CO	GENERAL SUPPLIES.....		474.80	
00018445	WMWA	WATER SERVICE.....		2,500.80	
00018446	CM REGENT, LLC	INCOME PROTECTION-SEPT 2020.....	LIFE INSURANCE-SEPT 2020.....	2,381.20	
00018447	CREST/GOOD MANUFACTURING CO	GENERAL SUPPLIES.....		6,685.77	
00018448	DEMCO INC.	GENERAL SUPPLIES.....		1,480.00	
00018449	DELTA DENTAL OF PA	DENTAL INSURANCE-SEPT 2020.....		7,600.00	
00018450	DICK BLICK ART MATERIALS	GENERAL SUPPLIES.....		254.89	
00018451	HILSHER GRAPHICS	GENERAL SUPPLIES.....		726.00	
00018452	PAYROLL FUND	GROSS 8-28-2020.....	ER RETIRE 8-28-2020.....	413,441.15	
00018453	SCHOOL SPECIALTY INC	GENERAL SUPPLIES.....		5.09	
00018454	TYNKER	ORIGINAL EQUIPMENT.....		3,000.00	
00018455	ACHIEVE3000	ORIGINAL EQUIPMENT.....		2,995.00	
00018456	BARR'S HARDWARE	GENERAL SUPPLIES.....		443.28	
00018457	BESTLINE EQUIPMENT	REPAIRS & MAINT.....		1,567.00	
00018458	CARDMEMBER SERVICES	GENERAL SUPPLIES.....	UNIFORMS.....	0.00	
00018459	CXTEC	GENERAL SUPPLIES.....		238.76	
00018460	EPLUS TECHNOLOGY INC	GENERAL SUPPLIES.....		8,152.20	
00018461	DONALD M FRIES	MARCHING BAND DRILL.....		750.00	
00018462	FLUENCY MATTERS	GENERAL SUPPLIES.....		170.00	
00018463	GOPHER SPORTS	GENERAL SUPPLIES.....		891.53	
00018464	GRAND RENTAL STATION	PORTA POT-STADIUM.....	PORTA POT-PRACTICE FIELD.....	414.00	
00018465	HILSHER GRAPHICS	IPAD KITS.....	COVID MAGNETS.....	5,385.29	
00018466	IMMACULATA UNIVERSITY	TUITION REIMBURSEMENT-J KENNEDY...	TUITION REIMBURSEMENT-T MCGLENSKY.	8,565.00	
00018467	INDUSTRIAL PIPING SYSTEMS	REPAIRS & MAINT.....		992.69	
00018468	KEYSTONE OFFICE SERVICES	REPAIRS & MAINT.....		89.92	
00018469	KEYSTONE ADVERTISING	GENERAL SUPPLIES.....		648.00	
	SPECIALTIES				
00018470	KEYSTONE NATURAL TURF	REPAIRS & MAINT.....		800.00	
00018471	KURTZ BROTHERS	GENERAL SUPPLIES.....		2,129.76	
00018472	Labels By Pulizzi	STUDENT PUNCH CARDS.....		124.00	
00018473	LOWE'S COMPANIES INC	GENERAL SUPPLIES.....		125.88	
00018474	LYCOMING CO RMS	DISPOSAL SERVICES.....		22.54	
00018475	JENNA MCWILLIAMS	CLASSROOM SUPPLIES.....		118.39	
00018476	MEIER SUPPLY CO INC	GENERAL SUPPLIES.....		874.35	
00018477	ELERY W NAV INC	FIELD GRASS SEED.....		473.94	

* Denotes Non-Negotiable Transaction

P - Prenote

C - Credit Card Payment

D - Direct Deposit

facksmc

General Fund - From 07/23/2020 To 09/09/2020

* Denotes Non-Negotiable Transaction

- Payables within Check

p - Prenote

C - Credit Card Payment

09/10/2020 09:43:49 AM

SOUTH WILLIAMSPORT SCHOOL DIST

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Fund Accounting Check Summary

CAFETERIA FUND - From 07/23/2020 To 09/09/2020

facksmc

Check #	Vendor Name	Description Of Purchase	Description Of Purchase	Check Amount
00006149	DANILLE BRADLEY	REFUND ACCT 29004 & 27004.....		125.55
00006150	NICHOLAS CASALE	REFUND ACCT 30013.....		93.70
00006151	BRENDA KESIG	REFUND ACCT 29030.....		87.71
00006152	PAYROLL FUND	P.R. 9-11-20 GROSS.....	P.R. 9-11-20 ER RETIRE.....	1,557.83

50-FOOD SERVICE FUND

1,864.79

Grand Total Manual Checks : 0.00
 Grand Total Regular Checks : 1,864.79
 Grand Total Direct Deposits: 0.00
 Grand Total Credit Card Payments: 0.00
 Grand Total All Checks : 1,864.79

* Denotes Non-Negotiable Transaction

P - Prenote

c - Credit Card Payment

- Payables within Check

09/10/2020 09:44:25 AM

SOUTH WILLIAMSPORT SCHOOL DIST

Page 1

TO: BOARD OF SCHOOL DIRECTORS

FROM: JAMIE MOWREY, BUSINESS MANAGER

DATE: September 14, 2020

RE: CAPITAL RESERVE FUND BILLS

McKissick Architects

Central Elementary, Stadium and High School Renovations	\$5,083.84
(Central Elementary = \$2,262.35; Stadium = \$503.79; High School = \$2,317.70)	

Total Capital Reserve Bills	\$5,083.84
------------------------------------	-------------------

July 27, 2020

The regular meeting of the South Williamsport Area School Board was called to order at 7:00 PM as a blended in person at BLaST IU17 on Reach Road/virtual meeting on the Zoom platform by the President, Nathan Miller.

The meeting opened with a Moment of Silence and Pledge to the Flag.

Board Members Present: Bachman, Cramer, Engel, Fiorini, McGinn, Miller, and Molino.

Others Present: Mark Stamm – Superintendent, Fred Holland – Solicitor, and Jamie Mowrey – Business Manager.

Visitors: Adam Dincher, Amanda White, Ann Neely, Ann-Elyse Schopfer, Ashley Zielewicz, Asiyah Smith Rupert, Bill Reifsnyder, Bonnie Lepley, Christine Pinkerton, Cindy Troutman-Myers, Danielle/James Bradley, Elizabeth Steppe, Ellen Koser, Erik Cawley, Heather Smith Rupert, J Bragunier, Jaclyn Miller, Jesse Smith, Jessi Ross, Jessica Kaledas, Jim Girardi, John Kropp, Julie Brenner, Julie Marzzacco, Katrina Gatling, Kendra Lewis, Korrie Lucas, Lee Bernstein, Lesa Hennigan, Lisa Arp, Linda Thompson, Lindsay Huff, Lisa Laidacker, Matt Eisley, Melissa Bradley, Michele Loomis, Michelle McGee, Mindy Rodarmel, Molly Colley, Morning Martz, Rich Robbins, Rita Kimble, Rob Houseknecht, Robyn Rummings, Ryan Helminiak, Sara Beth Ireland, Scott Hill, Selena Lojselle, Steve Rupert, Tandra Isenberg, Tammy Miller, Tammy Robbins, Tara McGlensey, Tara Stryker, Tim Confer, Tim Rissel, Tina Pulver, Tonya Martin, Tyler Schonewolf, Tywana Gatling, Zack Thompson, and Mike Reuther-SunGazette.

APPROVE TREASURER'S REPORT

A motion to approve the Treasurer's Report for June 2020 was moved by Bachman, seconded by Engel. Roll call: Bachman-yes, Cramer-yes, Engel-yes, Fiorini-yes, McGinn-yes, Miller-yes, and Molino-yes, motion carried.

APPROVE GENERAL FUND BILLS

A motion to approve the payment of bills from the General Fund in the amount of \$2,258,682.80 as funds become available was moved by Bachman, seconded by Cramer. Roll call: Bachman-yes, Cramer-yes, Engel-yes, Fiorini-yes, McGinn-yes, Miller-yes, and Molino-yes, motion carried.

APPROVE CAFETERIA FUND BILLS

A motion to approve the payment of bills from the Cafeteria Fund in the amount of \$33,326.85 as funds become available was moved by Bachman, seconded by Engel. Roll call: Bachman-yes, Cramer-yes, Engel-yes, Fiorini-yes, McGinn-yes, Miller-yes, and Molino-yes, motion carried.

APPROVE MINUTES

A motion to approve the minutes of June 15, 2020, as written was moved by Cramer, seconded by Bachman. Roll call: Bachman-yes, Cramer-yes, Engel-yes, Fiorini-yes, McGinn-yes, Miller-yes, and Molino-yes, motion carried.

SUPERINTENDENT RECOMMENDATIONS

BOARD RESOLUTION FOR SECTION 520.1 – TEMPORARY EMERGENCY PROVISIONS

A motion to enact Section 520.1 of the Public School Code of 1949: Temporary Emergency Provisions to authorize instructional time provided in-school and remotely to satisfy the 180 days and the 900/990 hours requirement as it pertains to the global pandemic was moved by McGinn, seconded by Bachman. Roll call: Bachman-yes, Cramer-yes, Engel-yes, Fiorini-yes, McGinn-yes, Miller-yes, and Molino-yes, motion carried.

RESIGNATION

A motion to accept the letter of resignation from Jessalee Kline, an Instructional Paraprofessional for Supplemental Learning Support at the High School, effective July 12, 2020, and the letter of resignation from Jacquelyn Shifflet, a Food Service Worker at the High School, effective July 21, 2020, was moved by Fiorini, seconded by Bachman. Roll call: Bachman-yes, Cramer-yes, Engel-yes, Fiorini-yes, McGinn-yes, Miller-yes, and Molino-yes, motion carried.

EMPLOYMENT – ATHLETIC COACHES & GAME WORKERS

A motion to approve the following athletic coaches for the 2020-2021 season was moved by Engel, seconded by Bachman.

- Boys' Soccer: Griffin Molino as Assistant Coach at \$2,674.
- Football: Scott White at JH Assistant Coach at \$2,674.
- Cheerleading: Monica Boone as JH Volunteer and Aubrey Quimby as JH Volunteer.
- Fall Game Workers: Ron Hine, Scott Lowery, Dwight Woodley, Doug Betz, Craig Kropp, Eric Ranck, Ned Shaw and Robert Shaw – paid \$25 per game.

Roll call: Bachman-yes, Cramer-yes, Engel-yes, Fiorini-yes, McGinn-yes, Miller-yes, and Molino-yes, motion carried.

Board Member Bingham arrived at the meeting at 7:12 PM.

EMPLOYMENT – EVENT SECURITY STAFF

A motion to approve Greg Forsburg, Katie Klingborg, Dick Knecht, Teri Knecht, Ed March, Danny Reaser, Robert Perry, Brenton Pflieger and Scott Shaffer as event security staff for the 2020-2021 school year was moved by Bachman, seconded by Engel. Roll call: Bachman-yes, Bingham-yes, Cramer-yes, Engel-yes, Fiorini-yes, McGinn-yes, Miller-yes, and Molino-yes, motion carried.

SUBSTITUTES

A motion to approve the following substitutes for the 2020-2021 school year was moved by Engel, seconded by Bachman.

- Certified Substitutes: Jean Cohick, Jennifer Day, Sharon Gildea-Wilson, Elisha Hertwig, Lexi Holtzman, Yvonne Lentz, Phyllis McKernan, Sharon O'Malley, Alex Peluso, Richelle Sandford, Lauralyn Weisel, and Marjorie Wonderlich.
- Classified Substitutes: Mae Allvord, Morgan Bauder, Christine Bickel, Connie Bilby, Samantha Carey, Marilyn Huff, Holly Lyons, Skye McNamee, Kenneth Mundorff, Crystal Smith, Gina Stoezel, and Louise Waldman.

Roll call: Bachman-yes, Bingham-yes, Cramer-yes, Engel-yes, Fiorini-yes, McGinn-yes, Miller-yes, and Molino-yes, motion carried.

CHILD BEARING/CHILD REARING LEAVE REQUESTS

A motion to approve EE#489's child bearing/child rearing leave request from the beginning of the school year through September 25, 2020 and EE#1005's child bearing/child rearing leave request from the beginning of the school year through October 23, 2020 was moved by Bingham, seconded by Cramer. Roll call: Bachman-yes, Bingham-yes, Cramer-yes, Engel-yes, Fiorini-yes, McGinn-yes, Miller-yes, and Molino-yes, motion carried.

2020-2021 SCHOOL CALENDAR EDIT

A motion to modify the approved 2020-2021 school calendar by moving the Act 80 full day from January 15, 2021 to September 8, 2020 was moved by Engel, seconded by Bachman. Roll call: Bachman-yes, Bingham-yes, Cramer-yes, Engel-yes, Fiorini-yes, McGinn-yes, Miller-yes, and Molino-yes, motion carried.

JUSTICEWORKS YOUTHCARE ACT 48 PROGRAM PLACEMENT AGREEMENT

A motion to approve the agreement with JusticeWorks YouthCare for the use of alternative education for disruptive youth for the 2020-2021 school year at a cost of \$78 per seat per school day for regular education and \$86 per seat per school day for special education was moved by Bachman, seconded by Engel. Roll call: Bachman-yes, Bingham-yes, Cramer-yes, Engel-yes, Fiorini-yes, McGinn-yes, Miller-yes, and Molino-yes, motion carried.

MEMORANDUM OF UNDERSTANDING – BLAST IU17 eQUIP ONLINE LEARNING SERVICES

A motion to adopt the memorandum of understanding between the South Williamsport Area School District and BLAST IU17 which outlines the services to be provided and the responsibilities of each party related to the eQUIP Online Services, also known as Mountie Academy, for the 2020-2021 school year was moved by Cramer, seconded by Bingham. Roll call: Bachman-yes, Bingham-yes, Cramer-yes, Engel-yes, Fiorini-yes, McGinn-yes, Miller-yes, and Molino-yes, motion carried.

MEMORANDUM OF UNDERSTANDING – WILLIAMSPORT AREA SCHOOL DISTRICT CTE PROGRAM

A motion to approve the five-year memorandum of understanding beginning with the 2020-2021 school year through the 2024-2025 school year between the South Williamsport Area School District and the Williamsport Area School District to provide career and technical programming to South Williamsport Area School District's senior high school students was moved by Bachman, seconded by Fiorini. Roll call: Bachman-yes, Bingham-yes, Cramer-yes, Engel-yes, Fiorini-yes, McGinn-yes, Miller-yes, and Molino-yes, motion carried.

BAYADA CONTRACTS

A motion to approve the contracts with Bayada Home Health Care, Inc. for "In-School" Nursing Services and "Transport" Nursing Services for the 2020-2021 school year was moved by Bachman, seconded by Cramer. Roll call: Bachman-yes, Bingham-yes, Cramer-yes, Engel-yes, Fiorini-yes, McGinn-yes, Miller-yes, and Molino-yes, motion carried.

HEALTH AND SAFETY PLAN FOR RETURNING TO SCHOOL

A motion to approve the Health and Safety Plan for Returning to School was moved by Bachman, seconded by Engel.

The Health and Safety Plan for Returning to School was developed in consultation with a team of parents, students, staff, employee association representatives, and administrators in July. Preliminary surveys from parents, students and staff collected in late June were also utilized as part of the plan development. The plan is intended to contain enough flexibility to respond to ongoing changes as they occur.

Dr. Stamm gave the board a top level summary of information contained in the Health and Safety Plan which included Cleaning and Sanitation, Personal Protective Equipment, Transportation to School, Arrival and Dismissal from School, The School Day, and High-Risk Students.

Dr. Stamm then gave an update of changes to the Health and Safety Plan since it was posted. Due to regulations, although Lycoming County is in Green (as defined by the PA Department of Health), the state-wide mitigation efforts of 6 feet physical distance and face coverings is requiring the District to respond as if in Yellow. The District will reopen in September 2020 under Phase I which is an In-Person Blended (Hybrid) Instruction. This will reduce the school's daily population by 50%, allowing for students to move and learn more freely without face coverings. Students will attend school on an A/B rotation, with A attending on Monday and Thursday and B attending on Tuesday and Friday. All students will work remotely on Wednesdays with teacher contact/support. Students with IEPs who need daily intensive instruction will be educated in school every day. Transition to Phase II will be re-evaluated at each academic quarter. Phase II is In-Person Full Time Instruction. Factors to consider to transition to Phase II include rate of community spread, changes to state targeted mitigation requirements, and the availability of a COVID-19 vaccine.

A motion to approve the amended Health and Safety Plan for Returning to School under Phase I – In-Person Blended (Hybrid) Instruction was moved by Fiorini, seconded by Bachman. Roll call: Bachman-yes, Bingham-yes, Bowman-absent, Cramer-yes, Engel-yes, Fiorini-yes, McGinn-yes, Miller-no, and Molino-yes, motion carried.

FLEXIBLE INSTRUCTIONAL DAYS

A motion to approve the District's application to use Flexible Instructional Days due to unexpected school closures due to mechanical issues, weather issues, epidemics, or other unanticipated school disruptions for the 2020-21, 2021-22, and 2022-23 school years, which allows the District to provide daily instruction while school is closed to meet the minimum 180 day requirement was moved by Fiorini, seconded by Bingham. Roll call: Bachman-yes, Bingham-yes, Cramer-yes, Engel-yes, Fiorini-yes, McGinn-yes, Miller-yes, and Molino-yes, motion carried.

OLD/NEW BUSINESS

There was an executive session prior to the board meeting for legal advice. No action to follow.

COURTESY TO THE FLOOR

The following topics were discussed by the following individuals:

Molly Colley, Korrie Lucas, Melissa Bradley, and other anonymous individuals asked questions regarding the Health and Safety Plan.

A motion to adjourn the meeting was made by Bingham, seconded by Fiorini. All members present voting yes, the meeting was adjourned at 9:04 PM.

Attest

Jamie Mowrey
Board Secretary

AGREEMENT

For

2020-21, 2021-22, 2022-23

Between

THE BOARD OF SCHOOL DIRECTORS

OF THE

SOUTH WILLIAMSPORT AREA SCHOOL DISTRICT

and

THE SOUTH WILLIAMSPORT AREA EDUCATION ASSOCIATION

SEPTEMBER 14, 2020

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This Agreement is made and dated this 14th day of September, 2020, pursuant to the Public Employee Relations Act, July 23, 1970, Act Number 195 between **THE BOARD OF SCHOOL DIRECTORS OF THE SOUTH WILLIAMSPORT AREA SCHOOL DISTRICT** and **THE SOUTH WILLIAMSPORT AREA EDUCATION ASSOCIATION**.

NOW THEREFORE, the parties agree with each other as follows:

Article II. TERM OF AGREEMENT

Except as otherwise specified, this Agreement shall take effect July 1, 2020, and shall remain in full force and effect until June 30, 2023.

Article III. RECOGNITION

The South Williamsport Area School Board (BOARD) recognizes the South Williamsport Area Education Association (SWAEA) as the exclusive representative for collective bargaining for all professional employees included in the bargaining unit as certified by the Pennsylvania Labor Relations Board (PLRB).

Article IV. SAVINGS CLAUSE

Nothing contained herein shall be construed to deny or restrict to any professional employee such rights as he/she may have under the Public School Code of 1949, as amended. The rights granted to professional employees hereunder shall be determined to be an addition to those provided in the Code.

Article V. WAGES, HOURS AND CONDITIONS OF EMPLOYMENT

Section 5.01 PAYROLL SCHEDULE

Employees covered by this Agreement shall be paid in twenty six (26) equal installments during this Agreement except when twenty seven (27) equal installments are required to maintain a biweekly pay schedule. Employees will be notified of the number of pays for the coming school year by August 1. Salary payments will begin with the first pay in September and end with the last pay in August. Any covered employee who is under an educational contract that wishes to be paid all money due upon the completion of the school year (lump sum), must request in writing, by May 31. This lump sum payment will be paid in the second payroll of June.

Section 5.02 PAYROLL DUES DEDUCTION

The Board agrees to deduct the dues for membership in the local, state and national education associations from their employees who authorize, in writing, the Board to do so prior to September 30th of each school year. Deductions will begin with the first pay in October. No new dues deduction will be made after this date. All moneys collected will be turned over to the local association. An individual employed after September 30 can authorize dues deduction within 30 days of his/her time of hire. Nothing contained in this paragraph shall be construed to abridge the provisions of Article XIX Severability of this Agreement.

Section 5.03 TRAVEL REIMBURSEMENT

Reimbursement for pre-approved travel shall be paid at the current district rate each month upon receipt of an itemized statement.

Section 5.04 LIFE INSURANCE

Beginning October 3rd, 2016, the School District will assume the cost of a Fifty Thousand (\$50,000.00) dollar term life insurance policy for the professional employees while in active service during the term of this contract.

Section 5.05 HEALTH INSURANCE

(a) CDHP-1

The School District will assume payment of insurance for each professional employee and family. The plan is, CDHP-1, which may include benefit changes made by the insurance consortium to conform to regulatory guidelines, to address the availability of new procedures, and to implement carrier-wide plan design changes as determined by the Lycoming County Insurance Consortium (LCIC).

Each employee shall contribute a premium share of 2.0% of the amount of the tiered rate as set annually by the LCIC. Premium share contributions will be withheld from the first and second pays of each month. No premium share will be withheld when a third pay occurs in any month.

Section 5.06 INSURANCE OPT-OUT

Employees may opt-out of the insurance plan. Should an employee choose not to enroll in the district provided health care plan the employee shall receive a one-time \$3,500 payment in lieu of the health plan coverage. The payment shall be processed the second pay in May of each year. Should circumstances change and the employee wishes to enroll in the health care plan they may do so at the first of the month following written notification by the employee to enroll. Any monies received for opting-out will be prorated and reimbursed by the employee.

Section 5.07 SECTION 125 PLAN

The Association and Board agree to establish a Section 125 plan as allowed by law for employees to participate in if desired.

Section 5.08 INCOME PROTECTION

The School District will assume the cost of an income protection plan that will give each professional employee two-thirds (2/3) of his/her monthly salary not to exceed \$3,000 a month as per schedule set forth in the PSEA Group Income Protection Plan. Benefits shall begin at the end of 60 days after the disability begins or upon cessation of sick leave if the sick leave is exhausted more than 60 days after the beginning of the disability. The maximum duration of the benefit is to Social Security Normal Retirement Age.

Section 5.09 DENTAL INSURANCE

The School District will, during the life of this contract, provide dental benefits as indicated in Appendix "B". The dependent dental benefit shall be equal to the coverage provided employees covered by this contract.

Section 5.10 WORK DAY

The teacher's work day is hereby defined as being a maximum of seven (7) hours and thirty-five (35) minutes inclusive of a 30 minute duty free lunch period.

The starting and ending times shall be established annually by June 1 of the preceding year unless an emergency situation arises.

Section 5.11 PARENT CONFERENCES

Teachers shall be willing to meet with parents before and after school for conferences at a mutually agreed upon time that will commence thirty (30) minutes before or after the teacher start or end time.

Section 5.12 LENGTH OF DAY

Teachers shall attend faculty meetings, department meetings and grade-level meetings on an as needed, reasonable basis, not exceed one (1) per month and shall not exceed sixty (60) minutes in length. At least three (3) school days' notice shall be given for such meetings unless an emergency arises.

Section 5.13 EXTRA DUTY

Teachers shall be responsible for one-half (1/2) hour per week or its equivalent for extra duty outside the contract day. On days when employees are assigned such extra duty, the teachers' work day shall not exceed eight (8) hours and five (5) minutes.

Section 5.14 LENGTH OF SCHOOL YEAR

The work year for professional employees shall be scheduled by the School Board and shall be up to a maximum of 182 days, of which, up to a maximum of 180 days shall be scheduled as instructional days. In the event any professional employee should provide services for more than 182 work days, as defined in Sections 5.09 and 5.12 above, his/her extra salary for such additional time shall be prorated on a per diem basis. In the event any professional employee should provide services for less than 182 days, excluding absences authorized by this Agreement and specifically including absences due to a teachers' work stoppage, his/her salary for such lost time shall be reduced on a per diem basis.

(a) Professional Day

One day shall be used immediately prior to the opening of school for administrative purposes relating to the opening of school and for the purposes of teachers preparing their classrooms for the beginning of the school year and for any other necessary preparation to begin the school year.

Section 5.15 SALARY SCHEDULE

Both parties agree that the salary and increments thereto of the employees covered by this Agreement are accurately reflected in Appendix "A" which is attached hereto and made a part hereof.

Professional employees who obtain a Master's Degree, Master's Degree equivalent, Master's Degree plus 10, 20 or 30 credits during the term of this Agreement shall have their salary increased effective with the next paycheck following the filing in the Business Office of the credentials evidencing the change of status.

Individuals who hold a Master's Equivalency as of July 1, 2002, plus 10, 20 or 30 credits will continue to be paid on the salary column. Individuals who obtain a Master's Equivalency after July 1, 2002 will be granted the equivalency of the master's column but will not be eligible for advancement to the plus 10, 20 or 30 credits column placement nor will individuals who have previously been granted master's equivalency plus 10, or 20 column status be granted further movement to the 20 or 30 credit salary columns. Horizontal movement on the plus columns will only be granted for those individuals who hold an earned Master's Degree from a degree granting institution.

A Master's equivalency shall entitle the holder to placement on the Master's column. An earned Master's Degree is required for advancement to columns beyond the Master's.

Courses eligible for salary credit beyond Master's shall be graduate level courses, either graduate in-service credits or graduate college credits unless approved by the Superintendent.

Section 5.16 PROFESSIONAL DEVELOPMENT

I. General

- a. The professional growth and development of the teacher does not end with college, but is a continuous process of acquisition of knowledge and learning experience. Adequate professional development cannot be served only through continuous teaching experience.
- b. The school district should provide opportunities for teachers to continue to grow professionally through college course work, seminars, conferences and other specialized trainings. Therefore, provisions should be made in the school budget for this as a legitimate expenditure.
- c. The board delegates the responsibility to approve requests under this program to the superintendent. The criteria for approval will be how the request "benefits and meets the need" of the school district both currently and in the future. This decision is at the discretion of the administration.
- d. The terms of this plan will apply while an employee is on sabbatical leave.
- e. Employees holding scholarship, fellowship, G.I., or other grants shall be eligible to receive tuition reimbursement under this plan, providing they fulfill their full-time duties and obligations with the school district.

II. Eligibility

- a. Professional and temporary professional employees covered by this agreement are eligible for the professional growth program including new employees after their date of hire provided they honor their employment contracts.
- b. Requests must have approval of the superintendent of schools prior to enrollment or registration. Approval by the superintendent will be based on how the course, conference, seminar, or training **benefits and meets the needs** of the district. Only requests given prior approval by the superintendent on the appropriate district "professional growth form" are eligible for reimbursement.

III. Annual district allocation

- a. The district will provide \$65,000 each year of the agreement for the professional growth program to professional staff covered by this agreement. Funds will be made available

on the schedule below. Unused funds from the Fall and Spring will be rolled forward for Summer disbursement.

- i. Fall: August 1 \$25,000
- ii. Spring: December 1 \$25,000
- iii. Summer: April 10 \$15,000

IV. District investment in professional learning

a. Graduate Courses

- i. Professional employees may request funding for graduate course credits from their respective field of education or a school administrative track program.
- ii. The district will annually reimburse up to six (6) graduate credits per employee holding a Level II certificate and up to nine (9) graduate credits per employee holding a Level I certificate up to the Penn State University graduate tuition rate. The following conditions for awarding of funds will apply:
 - 1. Teachers must apply for permission to take graduate courses. Permission forms to take any course must be emailed to GRADUATECREDIT@SWASD.ORG.
 - 2. Monies will be distributed through a "first come, first served" process. Only email requests will be accepted. Requests will be accepted August 1 - 5 (Fall), December 1 - 5 (Spring), and April 10 - 15 (Summer).
 - 3. Requests granted approval by the superintendent will be compiled into a list based on the order in which they were received.
- iii. Regardless of the number of credits requested, only three (3) credits will be approved in the following order:
 - 1. Teachers working towards a Level II certificate will be given priority based on the order in which their request was received.
 - 2. If, after granting all Level I teachers that have applied permission to take nine (9) credits there is still money available, requests from teachers possessing a Level II certificate for reimbursement of up to six (6) credits will be granted in the order in which they were received.
- iv. Teachers will be notified of the status of their request.
- v. Any teacher having twenty-four (24) graduate credits will be deemed to be a Level II teacher for the sake of this benefit.

V. Reimbursement / Payment

a. Credit earning coursework

- i. The district agrees to prepay the actual cost of tuition with a maximum of the Penn State graduate tuition rate per credit. Within thirty-days (30) upon course completion, the employee must submit grades for each course. For grades below "C" the employee must reimburse the district 50% the cost of tuition. Incomplete courses must be reimbursed 100%. Reimbursement may be deducted from the employee's pay.

VI. Pay-back for graduate credits

- a. The employee must continue in the employment of the district, except in cases of involuntary furlough or non-renewal for two (2) school years after the completion date

of the course. Any funds dispersed from this fund for the employee becomes payable to the school district if the employee leaves the employment of the school district before the two school years are completed, and may be deducted from such employee's pay.

- VII. Conferences / seminars / other trainings
- a. If money remains after fulfilling all requests for graduate credits, the remaining funds will be reserved for requests from teachers to attend conferences, seminars, or other specialized trainings. Upon approval of the superintendent, requests will be awarded on a "first come, first serve basis" until the dollar amount allotted for the term are exhausted.
 - b. If approved by the superintendent, the district will pay the registration, lodging, meals, and travel expenses according to district policy.
 - c. Reimbursement for conferences may not exceed \$1000 per employee per school year.
 - d. Funds from this program will not be used for district required training.
 - e. Conference request by teachers shall follow the procedures in Section 9.09.

Section 5.17 RETIREMENT BENEFITS

In order to be eligible for the retirement benefit, the employee must meet all of the following requirements:

(a) General Requirements:

- Not have taken a sabbatical leave except for medical reasons in the previous fiscal year, unless given a waiver by the District.
- Submit his/her retirement notification to the Board at least 60 calendar days prior to the effective date of the retirement.
- Retire not only from the South Williamsport Area School District but also from teaching in the public schools in the Commonwealth of Pennsylvania.
- Is not subject to Permanent Disability Retirement.

(b) Retirement

- (i) Option 1 - Have at least 15 years of full-time professional service in the South Williamsport Area School District and be at least 57 years of age.
- (ii) Option 2 - Have at least 30 years of full-time professional service in Pennsylvania's public schools and at least 15 years of full-time teaching service in the South Williamsport School District.

(c) Benefit:

The South Williamsport Area School District will provide health insurance coverage for the retiree only. This benefit will continue until the retiree is eligible for coverage under another employer provided or government provided health insurance plan. The benefit may not extend more than eight (8) years beyond the date of retirement for Option 1 or ten (10) years for Option 2.

PSERS Health Benefit

The retiree will contribute an amount equal to the dollars per month available from the Public School Employees Retirement System as part of the PSERS Health Benefits Package.

Employees, who retire and meet the eligibility requirements above, will receive fifty dollars (\$50) for each unused sick day up to a maximum of 150 days.

Section 5.18 SUBSTITUTES

(a) Definition

Long term substitutes shall gain district seniority beginning the first day of the third semester they are employed by the District. When hired for the third consecutive semester, substitutes shall receive retroactive seniority credit starting with their date of hire. Seniority earned as a substitute shall not supersede that of a temporary professional or professional employee until the substitute is hired for the third consecutive semester.

(b) Compensation

Long term substitutes (90 consecutive days or more) shall be paid \$150 per day during employment with fringe benefits.

If long term substitutes return to the same position for a third consecutive semester they would be paid in accordance with the first step on the salary schedule with prorated fringe benefits.

Section 5.19 DIRECT DEPOSIT

All employees shall be required to use direct deposit of wages.

Article VI. MEET AND DISCUSS

A Meet and Discuss Committee shall consist of four members appointed by the Board and four members appointed by the negotiating unit. All members of the Committee shall be members of the professional staff or elected School Board members or Administrators of the South Williamsport Area School District. The Meet and Discuss Committee shall meet as prescribed by Act 195 on an as requested basis at a mutually agreed upon time, but not more frequently than once per month during the school term and shall consider only those matters as are considered appropriate under the "Meet and Discuss" provisions of Act 195.

Article VII. GRIEVANCE PROCEDURE

Section 7.01 PURPOSE

To secure, at the lowest possible level, equitable solutions to the problems, which may arise affecting teachers, these proceedings will be kept as informal and confidential as may be appropriate at any level of the procedure.

Section 7.02 DEFINITIONS

(a) Grievance:

A grievance is a claim, made by a professional employee or group of professional employees, upon an alleged event or alleged condition arising out of any provision in this Agreement.

(b) Aggrieved Person:

An “aggrieved person” is the person or persons making the claim.

(c) Representation:

The aggrieved person may be represented with prior written notice, by legal counsel and/or representatives of the South Williamsport Area Education Association at any level in this grievance procedure.

Section 7.03 PROCEDURE

The aggrieved person shall present his/her alleged grievance in writing to his/her building principal within 15 calendar days of the occurrence of the matter to be grieved. The building principal shall communicate his/her decision in writing to the aggrieved person within 15 calendar days of receipt of the written statement of the alleged grievance.

An aggrieved person may appeal the Principal’s decision or Secondary to the Superintendent of Schools. This shall be done in writing and within 15 calendar days of receipt of the preceding decision. The Superintendent of Schools shall attempt to resolve the matter as quickly as possible within a period not to exceed 25 calendar days. The Superintendent shall communicate his decision in writing along with appropriate reasons to the aggrieved person within the 25 calendar day period. NOTE: The absence of a written decision at any level (up to this point) within the time limits established shall be considered the same as an unfavorable decision and shall permit the aggrieved person to appeal to the next higher level of authority.

The aggrieved person may appeal the decision of the Superintendent of Schools within 25 calendar days of receipt of his decision. The appeal shall be made to the South Williamsport Area School Board. It shall be in writing and shall contain the stated grievance and copies of the written decisions at all levels. Within 15 calendar days of receipt of this appeal, the President of the School Board shall set a time, date and place for a hearing before the Board at which all persons pertinent to the grievance and its disposition shall be present, if possible. This hearing shall be held within 30 calendar days of receipt of the appeal to the School Board. This hearing shall be conducted in executive session. Within 14 calendar days of the conclusion of the hearing the South Williamsport Area School Board shall issue their written decision to all parties in interest.

If the Association is not satisfied with the decision rendered by the South Williamsport Area School Board, it may appeal this decision. This appeal will be made in writing to the South Williamsport Area School Board within seven calendar days of receipt of their written decision. The alleged grievance shall then be submitted to binding arbitration under the conditions and following the procedures in Section 903 of Act 195.

Article VIII. TEMPORARY LEAVES OF ABSENCE

Section 8.01 JURY DUTY

When a Professional Employee is called for jury duty, the School District will pay the employee the difference between salary earned in court and the regular salary due him/her as an employee.

Section 8.02 PERSONAL LEAVE

Each full-time Professional Employee shall be credited with three paid personal leave days per year. Any Professional Employee who has unused personal leave days at the end of the school year will have those unused days converted to sick leave days credited to the Professional Employee or may carry over the same for the following year to a maximum of five (5) days in one year. Days in excess of five (5) will convert to sick days.

Personal leave days may not be used during the first two weeks or the last two weeks of the school year except in the case of an emergency which is approved by the Superintendent.

Three days prior notice required for the use of personal leave days except with the approval of the superintendent.

Maximum number of teachers permitted to use personal leave days per day per building is limited to 10% of the bargaining unit staff. The use of personal leave days in an emergency situation with less than the three days notice required in "C".

Section 8.03 EMERGENCY DAYS

One Emergency Day of Leave with pay shall be granted in each year of the contract to each full-time professional employee. An Emergency Day of Leave must be approved by the Superintendent and an Emergency Day of Leave does not accumulate from year to year. The provisions of this section regarding use of emergency days will be followed as included and any past practice regarding use of emergency days will not apply.

Emergency shall be defined as a sudden, unforeseen situation requiring immediate action by an employee to avoid harm to the health or safety of the employee or the employee's immediate family or property (a happening that could not have been planned).

The request for an Emergency Day of Leave, even though approval is given must be in writing stating the nature and reason for the request. This must be in the Superintendents' Office as soon as possible after the fact.

Section 8.04 NOTIFICATION OF ACCUMULATED SICK LEAVE

Professional employees will be notified as to the number of sick days accumulated by the first day of school unless there are extenuating circumstances to prevent this from occurring. The employee may utilize up to five (5) days annually for ill immediate family members. Professional employees receive ten (10) sick days per year. Immediate family is defined as the following persons: husband, wife, significant other, child, parent, or any person residing in the Professional Employee's household.

Article IX. MISCELLANEOUS PROVISIONS

Section 9.01 THE COLLECTION, MAINTENANCE AND DISSEMINATION OF TEACHER RECORDS

Any material involving an employee that originates within the District and which is placed in the employee's personnel file, shall be available upon reasonable prior written request at the Administrative Office for inspection by the employee involved during free times of the employee.

Section 9.02 LEAVE FOR ASSOCIATION BUSINESS

Prior past practice to continue that an Association Representative will receive two days per year leave for Association Business with cost of substitute paid by the District. Request to be made to the Superintendent's Office at least one week prior to the Board meeting immediately preceding the Association Business Leave Day.

Section 9.03 MATERIALS

The School District will use its best efforts to have supplies requisitioned by teachers available to them at the beginning of the school term. All teachers shall be notified within a reasonable period of time when materials requisitioned by them are not approved.

Section 9.04 NON-DISCRIMINATION

The Board of School Directors of the South Williamsport Area School District is presently adhering to and will continue to adhere to the federal and state statutes regarding this point.

Section 9.05 NOTIFICATION OF TEACHING SCHEDULES

The professional employees will be notified in writing of their teaching schedule for the upcoming school year by August 1, of each year, unless there are extenuating circumstances to prevent this from occurring. This schedule, however, will be subject to change caused or due to all matters, which arise after the date notice is given.

Section 9.06 BULLETIN BOARDS

The Association shall have in each school building the use of a bulletin board in each faculty lounge so long as it meets with the following criteria:

- Approval by the Principal.
- Any replacement paid for by the Association.
- Installed by the Board's personnel when purchased by the Association.
- Notices restricted to Association meetings, Association elections and results, Association educational programs, and SWAEA, PSEA and NEA business so long as not of a scandalous or impertinent nature.

Section 9.07 MAIL FACILITIES AND MAILBOXES

The Association shall have the right to use the Inter-school mail and email facilities and school mailboxes and computers so long as the Association is responsible for seeing that the material sent through the mails are not littered, confines the use of mail facilities to Association business and does not consist of items of a scandalous or impertinent nature.

Section 9.08 TRAVEL ALLOWANCE

Professional employees shall be paid travel allowance for authorized travel at the current school district rate. Travel within the district shall be computed starting with the school of the first assignment in the morning and ending at the school of the last assignment of the day. Itemized statements of travel claims must be submitted monthly. Travel outside the district, but within Lycoming County may be included on the above statement. All other travel must be pre-approved on forms provided by the district and shall be reimbursed when the proper claim is made.

Section 9.09 PROCEDURES FOR CONFERENCE REQUEST

Following procedures set forth in Section 5.15 Professional Development, the applicant prepares conference request in writing and the request must include the following information on the designated district form containing:

(a) Basic Conference Information:

Name of applicant, name of conference, date(s) of conference, and location of conference

(b) Estimated Costs

Estimate cost of conference (please itemize according to the categories of transportation, registration, meals, lodging, substitute, other). NOTE: There will be no advance payments, except for travel expenses in excess of \$200.

(c) Rationale:

The following areas will represent the major considerations for approving a conference request

- The relationship of the conference objectives to sound educational rationale.
- The relationship between the conference program, applicant's professional growth, and his/her role in the school district.
- The relationship of the conference program to district priorities as well as the goals of the Pennsylvania Department of Education for Educational Quality Assessment.

(d) Submission

After the above information is prepared, the request shall be submitted to the applicant's immediate superior for review, i.e., teachers to Principals.

(e) Review

The superior will review the conference request and supporting rationale as described above.

If the superior disapproves the conference request, it will be returned to the applicant in writing with reasons for such disapproval. If the applicant of such request desires, the conference request and its disapproval will be sent to the Superintendent for re-evaluation by the Superintendent.

The Superintendent will review the request, supporting rationale and reasons for attending the conference and may approve or disapprove based on the criteria above or in Section 5.15 Professional Development.

(f) Summary Report

All employees must submit a report on the conference within 10 working days following their return. These reports are to be sent to the Office of the Superintendent.

Section 9.10 CONFERENCE FEES ADVANCEMENT

Individuals requesting advancement shall provide the Business Office with receipted registration fees, transportation tickets and lodging expenses. It is the intent to reduce the unreasonableness of having people wait for reimbursement after attending conferences or spending sums of money in excess of \$30.00 for reservations a month or two in advance of a conference.

Article X. SENIORITY

The district wide seniority of an employee shall be considered as the period beginning on the first working day of the employee's uninterrupted continuous employment. Seniority shall be considered as having been interrupted only by resignation, retirement or termination of employment.

Section 10.01 DETERMINATION

Seniority shall be determined on the basis of the school year or the number of days worked if less than one school year. An employee who worked more than the normal school year shall not be credited with any more seniority than an employee who works the normal year.

Section 10.02 INTERRUPTION OF SERVICE

An employee whose service is involuntarily interrupted or interrupted by an approved leave of absence shall continue to accrue seniority during such interruption for the purpose of computing seniority for furlough and recall purposes. An employee recalled to part-time work shall continue to accrue full seniority, the same as if he had not been recalled for part-time work.

Section 10.03 SENIORITY LIST

The School District will create and maintain a seniority list for all bargaining unit employees. Such list shall include the employee's first working day, continuous length of employment, the employee's areas of professional certification, the highest degree held and the present step on the contractual salary schedule. This list shall be distributed to all bargaining unit members by May. Employees shall have 30 calendar days after receipt of the list to notify the employer of any disagreement with such list. If the employee does not respond to the employer within 30 days, the employee's placement on the seniority list shall be irrevocable.

Section 10.04 ORDER OF SENIORITY

Whenever two employees have the same "first working day" so that their seniority would commence at the same time, their order of seniority shall be determined by lot by a procedure, approved by the Association. Once the determination is made by lot, such determination shall establish their position for seniority purposes for the balance of their employment. Tenured employees shall be considered more senior to non-tenured employees having identical seniority as defined by this Agreement.

Section 10.05 SENIORITY FOR PART-TIME EMPLOYEES

Seniority shall be prorated for part-time employees or those employed regularly for less than a normal year based on the actual time worked.

Article XI. TRANSFERS

Prior to transferring a teacher from one building to another, the Superintendent shall meet with the transferee and his/her association representative to discuss the reasons for the transfer. Employee may decline association representation. Concerns and suggestions from the transferee will be considered prior to making a final recommendation. After the transfer decision is finalized, the transferee will receive a written explanation from the superintendent detailing the reasons for transfer within fourteen (14) days.

Article XII. JUST CAUSE

No teacher shall be reduced in rank or compensation, suspended or dismissed without reasonable and just cause. For the purpose of this Just Cause clause suspended would not be taken to mean furloughed.

Article XIII. PARENTAL LEAVE

Professional and temporary professional female employees of the South Williamsport Area School District shall be provided with leave related to child-bearing and child-rearing which shall be considered parental leave under the following provisions:

Section 13.01 CHILD-BEARING LEAVE

Child Bearing leave shall be deemed a medical disability and any portion of that leave taken by a female employee may be charged to her accumulated sick leave.

Section 13.02 CHILD-REARING LEAVE

A child-rearing leave shall be granted to:

Teachers at the conclusion of a child-bearing leave.

Teachers who are parents of new-born infants, or who become parents of an adopted child of preschool age, immediately following the infant's birth or adoption.

Section 13.03 PROCEDURES

The following guidelines shall be observed

The employee shall submit a written request for child-rearing leave to the Board no later than sixty (60) days prior to commencement of such leave unless medical complications necessitate an earlier date. In the case of adoption the written request shall be as soon as possible.

If both parents are employees of the district, only one (1) shall be entitled to additional child-rearing leave after the conclusion of any FMLA leave required by law.

Parental leave shall not exceed a maximum of one (1) calendar year.

Child-rearing leave shall be without pay.

Pregnancy related disabilities will be treated in the same manner as other temporary disabilities. Therefore, an employee is entitled to use accumulated sick leave for the period of time she is disabled because of pregnancy, childbirth or abortion. Disability shall be affirmed by a statement from a physician.

The employee shall, upon making a request for parental leave, indicate the anticipated date of return from leave. Once the date has been approved, it can be changed only by mutual consent of the employee and the Board. Following the birth of the child, the employee shall reaffirm her intention of returning as scheduled.

On returning to service from parental leave, the employee shall be returned to the same position occupied prior to the leave unless the previous position does not exist. In the event the previous position has been abolished, the employee will be returned to a position for which properly certified. Upon returning from leave, the employee will be placed in the same position on the salary schedule as on prior to the granting of the leave.

The School District shall continue the payment of health insurance hospitalization group benefits for the employee while on child-bearing leave up to 12 weeks from the start of the leave. The employee shall continue to contribute the negotiated premium share during this 12 week period. At the conclusion of the 12 week period, the employee shall have the option to pay the full premiums at the group rate in order to continue coverage.

In case of incomplete pregnancy or death of the child, an application for return to duty may be considered at an earlier date than those specified above. Upon the recommendation of the employee's physician, the Board shall allow return.

Article XIV. PREPARATION TIME

All professional employees shall have an uninterrupted preparation period each day, except in the cases of an emergency staffing need, such as the lack of qualified substitutes to cover absences of regular employees. The administration shall assign coverage in an equitable and fair manner in the event of an emergency. The amount of preparation time shall be no less than:

Section 14.01 PREPARATION TIME BY BUILDING

- 35 minutes for Central Elementary School
- 30 minutes for Rommelt Elementary School
- One normal class period for the Junior / Senior High School

Article XV. HOMEBOUND INSTRUCTION

Homebound instruction shall be paid at the rate of twenty-five dollars (\$25.00) per hour.

Article XVI. RESIDENCY

There shall be no attempt on the part of the School District to unilaterally impose a residency requirement on members of the bargaining unit during the term of this contract.

Article XVII. REQUEST FOR TRANSFER

Request for a professional employee for a change in teaching assignment shall be made in writing, one copy of which shall be filed with the Superintendent. The application shall state the reasons for the change, the school, grade or position sought, and applicant's academic qualifications. Such reasons must be submitted prior to April 1 of any given year.

Article XVIII. USE OF SCHOOL BUILDINGS

The use of school buildings shall be granted to the Association providing: (1) they follow the adopted Board policy and maintain an orderly meeting area; (2) that meetings cannot be held on school time; (3) that meetings cannot interfere with pre-arranged school activities; and (4) that meetings must have prior approval of the building Principal.

Article XIX. MEMBERSHIP

Section 19.01 MEMBERSHIP

The Association further agrees to extend to all non-members the opportunity to join the Association.

Section 19.02 LEGAL ACTION

If any legal action is brought against the School District as a result of any actions it is requested to perform by the Association pursuant to this Article, the Association agrees to provide for the defense of the School District at the Association's expense and through counsel selected by the Association. The School District agrees to give the Association immediate notice of any such legal action brought against it, and agrees to cooperate fully with the Association in the defense of the case. If the School District does not fully cooperate with the Association, any obligation of the Association to provide a defense under this Article shall cease.

Section 19.03 HOLD HARMLESS

The Association agrees in any action so demanded, to indemnify and hold the School District harmless for any monetary damages the School District might be liable for as a consequence of its compliance with this Article; except that it is expressly understood that this save harmless provision will not apply to any legal action which may arise as a result of any willful misconduct by the School district or as a result of the School District's failure to properly perform its obligations under this Article.

Article XX. SEVERABILITY

If any provision of this Agreement or any application of this Agreement to any employee or group of employees is held to be contrary to law, then such provision or application shall not be deemed valid and subsisting. Should any provision of this Agreement be deemed invalid, then and in that case, a reopening of negotiations will occur concerning such provision, but all other provisions or application shall continue in force and effect.

Article XXI. NO STRIKE/NO LOCKOUT PROVISION

Both parties agree to faithfully abide by the provision of the Pennsylvania Public Employee Bargaining Law, Act 195. As a condition of the various provisions of the Agreement, to which the parties have agreed, the Association pledges that members of the bargaining unit will not engage in a strike (as that term is defined in Act 195), during the period of this Agreement, and the Board pledges that it will not conduct or cause to be conducted, a lock-out during the term of this Agreement.

Article XXII. **SCOPE OF AGREEMENT**

Both parties to this Agreement agree that they have fully bargained with respect to all items which were negotiated between the parties, and both parties agree that during the term of this Agreement there shall be no further negotiations with respect to any subject or item contained in this Agreement or negotiated in arriving at this Agreement. Nothing contained in this paragraph shall be construed in any way so as to prevent the negotiation of a successor contract.

IN WITNESS WHEREOF, the parties have set their hands and seals this 14th day of September 2020

BOARD OF SCHOOL DIRECTORS

SOUTH WILLIAMSPORT AREA

SOUTH WILLIAMSPORT AREA

EDUCATION ASSOCIATION

SCHOOL DISTRICT

By _____ By _____
Board President Association President

By _____ By _____
Board Secretary Association Secretary

SOUTH WILLIAMSPORT EA 2020-21 SALARY SCHEDULE

STEP	BACHELOR	MASTER	M + 10	M + 20	M + 30
1	45,622	48,922	49,672	50,422	51,172
2	47,555	50,855	51,605	52,355	53,105
3	49,488	52,788	53,538	54,288	55,038
4	51,421	54,721	55,471	56,221	56,971
5	53,354	56,654	57,404	58,154	58,904
6	55,287	58,587	59,337	60,087	60,837
7	57,220	60,520	61,270	62,020	62,770
8	59,153	62,453	63,203	63,953	64,703
9	61,086	64,386	65,136	65,886	66,636
10	63,019	66,319	67,069	67,819	68,569
11	64,952	68,252	69,002	69,752	70,502
12	66,885	70,185	70,935	71,685	72,435
13	68,818	72,118	72,868	73,618	74,368

SOUTH WILLIAMSPORT EA 2021-22 SALARY SCHEDULE

STEP	BACHELOR	MASTER	M + 10	M + 20	M + 30
1	45,772	49,072	49,822	50,572	51,322
2	47,659	50,959	51,709	52,459	53,209
3	49,546	52,846	53,596	54,346	55,096
4	51,433	54,733	55,483	56,233	56,983
5	53,320	56,620	57,370	58,120	58,870
6	55,207	58,507	59,257	60,007	60,757
7	57,094	60,394	61,144	61,894	62,644
8	58,981	62,281	63,031	63,781	64,531
9	60,868	64,168	64,918	65,668	66,418
10	62,755	66,055	66,805	67,555	68,305
11	64,642	67,942	68,692	69,442	70,192
12	66,529	69,829	70,579	71,329	72,079
13	68,416	71,716	72,466	73,216	73,966
14	70,303	73,603	74,353	75,103	75,853

SOUTH WILLIAMSPORT EA 2022-23 SALARY SCHEDULE

STEP	BACHELOR	MASTER	M + 10	M + 20	M + 30
1	46,172	49,472	50,222	50,972	51,722
2	48,020	51,320	52,070	52,820	53,570
3	49,868	53,168	53,918	54,668	55,418
4	51,716	55,016	55,766	56,516	57,266
5	53,564	56,864	57,614	58,364	59,114
6	55,412	58,712	59,462	60,212	60,962
7	57,260	60,560	61,310	62,060	62,810
8	59,108	62,408	63,158	63,908	64,658
9	60,956	64,256	65,006	65,756	66,506
10	62,804	66,104	66,854	67,604	68,354
11	64,652	67,952	68,702	69,452	70,202
12	66,500	69,800	70,550	71,300	72,050
13	68,348	71,648	72,398	73,148	73,898
14	70,196	73,496	74,246	74,996	75,746
15	72,044	75,344	76,094	76,844	77,594

Appendix B Dental Insurance

Prepared for
SOUTH WILLIAMSPORT AREA SCHOOL DISTRICT

Dental Services

	Paid by Delta	Paid by Patient
DIAGNOSTIC	100%	0%
PREVENTIVE	100%	0%
BASIC RESTORATIVE	100%	0%
MAJOR RESTROATIVE	50%	50%
ORAL SURGERY	100%	0%
ENDODONTICS	100%	0%
PERIODONTICS	75%	25%
PROSTHODONTICS	50%	50%
DENTURE REPAIR	100%	0%
SUPER PREVENTATIVE	100%	0%

Maximum - \$1,250 per person per contract year.

Eligible dependent children are covered to age 19, unless they are students in a bonafide institution of higher education, in which case, eligibility is extended to age 23. Mentally retarded dependent children are eligible for dental care under the program regardless of age, as are physically incapacitated children who are incapable of self-support.

**South Williamsport Area School District
Health and Safety Plan for Athletics, Extra & Co-Curricular Activities**

INTRODUCTION

The COVID-19 pandemic has presented athletics across the world with a myriad of challenges. The COVID-19 virus is a highly contagious illness that primarily attacks the upper respiratory system. The virus that causes COVID-19 can infect people of all ages. Research from the Centers for Disease Control, among others, has found that while children do get infected by COVID-19, relatively few children with COVID-19 are hospitalized. However, some severe outcomes have been reported in children, and a child with a mild or even asymptomatic case of COVID-19 can spread the infection to others who may be far more vulnerable. While it is not possible to eliminate all risk of furthering the spread of COVID-19, the current science suggests there are many steps schools can take to reduce the risks to students, coaches, and their families.

The South Williamsport Area School District will take the necessary precautions and recommendations from the federal, state, and local governments, CDC, PA DOH, as well as the PIAA. The South Williamsport Area School District realizes the knowledge regarding COVID-19 is constantly changing as new information and treatments become available. These recommendations will be adjusted as needed in order to decrease the risk of exposure for our staff, students, and spectators.

RECOMMENDATIONS

Recommendations for **ALL PHASES** for Junior and Senior High Athletics

1. Students, Coaches, and Staff will undergo a COVID-19 health screening prior to any practice, event, or team meeting. The type of screening will be dependent upon the available resources and the Phase level. The purpose is to check for signs and symptoms of COVID-19.
2. Promote healthy hygiene practices such as hand washing (20 seconds with warm water and soap) and employees wearing a cloth face covering as feasible. (Face coverings are recommended to help decrease potential exposure to COVID-19 respiratory droplets by an infected individual. Face Coverings will not be used for students while practicing or competing.) Hand Sanitizer will be available for team use as resources allow.
3. Intensify cleaning, disinfection, and ventilation in all facilities
4. Encourage social distancing through increased spacing, small groups, and limited mixing between groups, if feasible.
5. Educate Students, Coaches, and Staff on health and safety protocols
6. Anyone who is sick must stay home.
7. Have a plan in place if a student or employee gets sick.
8. Regularly communicate and monitor developments with local authorities, employees, and families regarding cases, exposures, and updates to policies and procedures
9. Students and Coaches **MUST** provide their own water bottle for hydration. Water bottles must not be shared.
10. PPE (gloves, masks, eye protection) will be used as needed and situations warrant, or determined by local/state governments.
11. Identify Staff and students who may be at a higher risk of severe illness from COVID-19 due to underlying medical conditions. (See - CDC "People Who are at a Higher Risk for Severe Illness")

CONSIDERATION OF RISK

These descriptions are meant as guides for coaches, parents, and students for consideration of the risk presented by participation in athletics or co-curricular activities covered by this health and safety plan.

High Risk: Sports that involve close, sustained contact between participants, lack of significant protective barriers, and high probability that respiratory particles will be transmitted between participants. Examples: football, wrestling, and cheerleading (stunts).

Moderate Risk: Sports that involve close, sustained contact, but with protective equipment in place that may reduce the likelihood of respiratory particle transmission between participants OR intermittent close contact OR group sports that use equipment that can't be cleaned between participants. Examples: basketball, volleyball, baseball, softball, soccer, tennis, pole-vault, high jump, weight training, and long jump.

Low Risk: Sports that can be done with social distancing or individually with no sharing of equipment or the ability to clean the equipment between uses by competitors. Examples: running events, cross country, throwing events, swimming, sideline cheer, marching band, and color guard.

DEFINITIONS

The following definitions shall apply to this plan.

- **STUDENT** shall refer to any student participating in school sports, extra / co-curricular activity.
- **COACH** shall refer to any board approved employee providing supervision to students.
- **HEAD COACH** shall refer to the board approved primary supervising coach.

PHASES FOR RESUMING ATHLETICS AND CO-CURRICULAR / EXTRA-CURRICULAR ACTIVITIES

Terms RED / YELLOW / GREEN refer to initial classifications used by Pennsylvania as part of the state-wide plan for reopening.

Terms LOW / MODERATE / SUBSTANTIAL refer to levels of county transition rates over a 7 day rolling period as indicated on the PA- DOH Dashboard.

Phase 1 (RED or Substantial)

- All school facilities remain closed as per PA State Guidelines.
- Students and Coaches may communicate via online meetings (zoom, google meet, etc.)
- Students may participate in home workouts including strength and conditioning.
- Students and Coaches should abide by guidelines set forth by the local and state governments.
- Events will not be played in counties designated RED or Substantial.

Phase 2 (Yellow / Green or Low / Moderate)

Pre-workout Screening:

- Each Head Coach will be the primary point of contact for all questions relating to COVID-19. Head Coaches will identify themselves as the contact person to parents and students. Contact information will be provided prior to the start of any pre-season activities.
- All Coaches, as employees of the district, will be screened for signs/symptoms of COVID-19 each day they report to work. (See Appendix for COVID-19 Screening Form for Coaches). The Athletic Director will monitor the self-screening of coaches during the season.
- Students will be monitored by Coaches for signs or symptoms of COVIDS-19.
- Any person with positive symptoms reported or where the coach has reason to believe symptoms may be present, will not be allowed to take part in workouts and should contact his or her primary care provider or other appropriate health-care professional. Parents of students will be notified immediately.
- Individuals with signs or symptoms of COVID-19 are prohibited from returning until they are symptom free without medication for 24 hours (48 hours for fever of 100.4F or higher).

Limitations on Gatherings:

- Gatherings for **indoor** facilities are limited to a maximum of **25 persons** AND provided 6 feet of social distancing can be achieved where practical. Spectators and other guests remain excluded by executive order.
- Gathers for **outdoor** facilities are limited to a maximum of **250 persons** AND provided 6 feet of social distancing can be achieved where practical. Spectators and other guests remain excluded by executive order.
- Students should practice within the same group. Changes to groups can be made gradually as needed. Group attendance will be tracked daily by coaches. (See Appendix for Student Group Attendance Record)
- Concession stands must adhere to DOH guidelines for Restaurants and Businesses.
- Social Distancing should be applied, where practical, during practices and in locker rooms, and gathering areas.

Face Coverings / Masks:

- As ordered by the Secretary of Health (July 1, 2020), all persons under the age of 2 and without underlying medical conditions, must wear a face covering when outside their home. This order applies to students and coaches when:
 - Entering, exiting, or moving around a district building,
 - When outside if 6 feet of social distance cannot be consistently maintained,
 - When riding in or operating a district vehicle.
- Athletes are permitted to remove face coverings / masks while engaged in training, conditioning, or play.
- Coaches are permitted to remove their mask while actively coaching if the mask inhibits their ability to direct students. In this situation, a minimum of 6 feet of social distance must be provided.

Facilities Cleaning:

- Adequate cleaning schedules will be created and implemented for all athletic facilities to mitigate any communicable disease. The Director of Buildings and Grounds will create and monitor the cleaning schedule. Logs noting date, time, and staff initials will be maintained at each location.
- Indoor athletic facilities will be cleaned prior to arrival or post workouts.
- Weight Room Equipment will be wiped-down daily by custodial staff.
- District will provide the coaching staff with spray bottles, disinfectant, and paper towels to periodically wipe-down shared equipment, balls, etc. during and at the conclusion of practices.

Physical Activity:

- Low, Moderate, and High Risk practices and competitions may begin as per State, Local, and PIAA Guidelines.
- Practices should remain non-contact and include social distancing where applicable.
- Students must refrain from sharing clothing/towels and should be washed after each practice, including pinnies.
- Equipment that may be used by multiple individuals (balls, shields, tackling dummies, shotput, discus, pole vault, etc.) should be cleaned intermittently during practice and events as deemed necessary.
- Hand washing with soap and water for 20 seconds should occur periodically during events and practices. Hand Sanitizer may be used as resources allow.
- Appropriate clothing/shoes should be worn at all times in the weight room to minimize sweat from transmitting onto equipment surfaces.
- Spotters for weight lifts should be stationed at each end of the bar.

Hydration:

- Students MUST bring their own water bottles. Water bottles must not be shared.
- Hydration stations (water coolers, water fountains, water cows, water troughs, etc.) will NOT be utilized.

OTHER RECOMMENDATIONS:

Transportation:

- Modifications for student/coach transportation to and from athletic events may be necessary. This may include:
 - Reducing the number of students/coaches on a bus/van.
 - Using hand sanitizer upon boarding a bus/van.
 - Social distancing.
 - Wearing of facemasks during transportation.
- These potential modifications will be determined by the school district, bus companies, Department of Education, State and Local governments.
- Athletes and coaches traveling to away games will complete a safety screening and temperature check before boarding the bus.

Social Distancing during Contests/Events/Activities

- Sidelines/Bench – appropriate social distancing will be maintained on sidelines/bench during contests and events, as deemed necessary by the school, PIAA, state and local governments.

Event Attendance

Current PA guidelines for schools, limit event attendance to students, coaches, game officials, referees, and security. Once that restriction is lifted, event attendance will be determined by groups below ensuring limits on maximum occupancy and social distancing can be maintained.

- *Group 1* - Student participants, coaches, officials, event staff, medical staff, security
- *Group 2* - Parents / Guardians
- *Group 3* - Non-Participating Students, Other School Staff, General Admission, Media, etc.

Sports passes will not be sold / distributed until event attendance restrictions are lifted by state and local governments.

Overnight / Out of State Events / Events

The South Williamsport School District prohibits travel to YELLOW or RED counties for events, competitions, camps, etc. Travel to areas in GREEN will be evaluate for each event and follow all local/state government guidelines on a case by case basis. Every consideration will be made as to not expose students to unnecessary risk of exposure to COVID-19 or other infectious diseases.

COVID-19 SIGNS AND SYMPTOMS

Signs and symptoms of COVID-19

Symptoms may appear 2-14 days after exposure to the virus. The symptoms may range from mild to severe. (See CDC Fact Sheet in Appendix)

Symptoms may include:

- Fever or chills
- Cough
- Shortness of breath or difficulty breathing
- Fatigue
- Muscle or body aches
- Headache
- New loss of taste or smell
- Sore Throat
- Congestion or runny nose
- Nausea or vomiting
- Diarrhea

If you are sick:

- If you are sick with COVID-19 or think you are infected with the virus, STAY AT HOME. It is essential that you take steps to help prevent the disease from spreading to people in your home or community. If you think you have been exposed to COVID-19 and develop a fever and symptoms, call your healthcare provider for medical advice.
- Notify the school immediately (principal, athletic director, athletic trainer, coach)
- It will be determined if others who may have been exposed (students, coaches, staff) need to be notified, isolated, and /or monitored for symptoms.
- If a Positive case of COVID-19 is diagnosed, contact tracing will be implemented with the assistance of local health professionals and the CDC/PA DOH.

If a student or staff become ill with COVID-19 symptoms during practice, event, or during transportation to or from an event:

- Every effort will be made to isolate the ill individual from others, until the student or staff member can leave the school or event.
- If student, parent/guardian will be contacted immediately, and arrangements will be made for the student to be picked up.
- Ill individual will be asked to contact their physician or appropriate healthcare professional for direction.

Return of student or staff to athletics following a COVID-19 diagnosis:

Individuals may return to activities when the following conditions are met:

- Student or staff should have medical clearance from their physician or appropriate healthcare professional, determined to be non-contagious.
- Fever free (without fever-reducing medicine), improvement in respiratory symptoms (cough, shortness of breath), no vomiting or diarrhea.

EDUCATION:

Staff, Coaches, Parents and Students will be educated on the following through posters, flyers, meetings, emails, and phone calls as appropriate:

- COVID-19 signs and symptoms.
- Requirements for completion of Employee Health Screenings, Student Group Attendance Rosters, and other appendices.
- Proper ways to limit exposure to COVID-19. (Hand washing, cough in your elbow, disinfecting touched surfaces, social distancing, avoid touching eyes, nose, face and mouth, no spitting, gum chewing, etc.)
- No Handshakes/Celebrations (high fives, fist/elbow bumps, chest bumps, hugging), etc.
- The content of this Health and Safety Plan document.
- Any pertinent COVID-19 information released by state/local governments, PDE, and PIAA.
- Students should come dressed for activity to avoid needing to change.
- Limit indoor activities and the areas used. Gymnasium locker-room is prohibited until further notice.
- Facility showers are prohibited.
- Students should remain with their assigned groups during each workout to limit contact with other people.

MODIFICATION

If necessary to maintain compliance with guidance, orders, or laws from state, local governments, department of health, or to protect the health and safety of students, staff, or the community, the Superintendent in consultation with the district's Pandemic Coordinator, is authorized to amend this plan as necessary.

Changes to the plan will be posted to the district web site and shared with Coaches, Students, Families, and the Board of Directors.

APPENDIX

South Williamsport Area School District

Student Group Attendance Record

Group Identification: _____

Sport / Team / Activity: _____

Coach Completing: _____

Students should self-report signs / symptoms of COVID-19 as deemed necessary prior to each practice/event.

Logs must be maintained daily and accessible upon request for contact tracing.

[illegible]

South Williamsport Area School District Coach Self-Screening for COVID-19

Name: _____ Sport / Event / Activity: _____

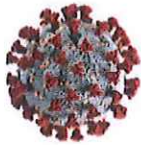
Coaches should self-report as deemed necessary prior to each practice/event. Temperature may be taken from a designated trained individual as needed. The other symptoms should be marked as “N” – NO or “Y” - Yes answers.

For the column “Close Contact” the answer should reflect the following question:
Within the past 14 days have you had close contact with someone who is currently sick with suspected or confirmed COVID-19? (Note: Close contact is defined as within 6ft for more than 10 consecutive minutes, without PPE equipment.)

If any responses are “YES”, staff will NOT be allowed to work and must leave school grounds. Head coach, Athletic Director, and Principal will be notified immediately. Athletic Director or Principal will notify the District’s Pandemic Coordinator.

[illegible]

What you should know about COVID-19 to protect yourself and others



Know about COVID-19

- Coronavirus (COVID-19) is an illness caused by a virus that can spread from person to person.
- The virus that causes COVID-19 is a new coronavirus that has spread throughout the world.
- COVID-19 symptoms can range from mild (or no symptoms) to severe illness.



Know how COVID-19 is spread

- You can become infected by coming into close contact (about 6 feet or two arm lengths) with a person who has COVID-19. COVID-19 is primarily spread from person to person.
- You can become infected from respiratory droplets when an infected person coughs, sneezes, or talks.
- You may also be able to get it by touching a surface or object that has the virus on it, and then by touching your mouth, nose, or eyes.



Protect yourself and others from COVID-19

- There is currently no vaccine to protect against COVID-19. The best way to protect yourself is to avoid being exposed to the virus that causes COVID-19.
- Stay home as much as possible and avoid close contact with others.
- Wear a cloth face covering that covers your nose and mouth in public settings.
- Clean and disinfect frequently touched surfaces.
- Wash your hands often with soap and water for at least 20 seconds, or use an alcohol-based hand sanitizer that contains at least 60% alcohol.



Practice social distancing

- Buy groceries and medicine, go to the doctor, and complete banking activities online when possible.
- If you must go in person, stay at least 6 feet away from others and disinfect items you must touch.
- Get deliveries and takeout, and limit in-person contact as much as possible.



Prevent the spread of COVID-19 if you are sick

- Stay home if you are sick, except to get medical care.
- Avoid public transportation, ride-sharing, or taxis.
- Separate yourself from other people and pets in your home.
- There is no specific treatment for COVID-19, but you can seek medical care to help relieve your symptoms.
- If you need medical attention, call ahead.



Know your risk for severe illness

- Everyone is at risk of getting COVID-19.
- Older adults and people of any age who have serious underlying medical conditions may be at higher risk for more severe illness.



CS 314937A 05/01/2020

cdc.gov/coronavirus



WHAT IS CONTACT TRACING?

BACKGROUND

Contact tracing is the process of reaching out to anyone who came into close contact with an individual who is positive for COVID-19. Contact tracing helps monitor close contacts for symptoms and to determine if they need to be tested. Contact tracing is a key strategy for preventing the further spread of infectious diseases such as COVID-19.

WHAT DOES THIS PROCESS LOOK LIKE?

- In contact tracing, public health staff work with a case to help them recall everyone they have had close contact with during the time they were infectious.
- Public health staff then inform individuals who have had close contact (e.g. "close contacts") that they have potentially been exposed to COVID-19. Close contacts are only told that they may have been exposed to someone who has COVID-19; they are not told who may have exposed them.
- Close contacts are given education, information and support so they understand their risk. They receive information on what they should do to separate themselves from others who have not been exposed, how to monitor themselves for illness, and are made aware that they could possibly spread the infection to others, even if they do not feel sick.
- Close contacts will be asked to quarantine themselves and are encouraged to stay home and maintain social distancing through the end of their infectious period, which is about 14 days, in case they become sick. They should monitor themselves by checking their temperature twice a day and watch for any other symptoms of COVID-19. Public health staff will check in with these contacts to make sure they are self-monitoring and have not developed symptoms.
- If a close contact develops symptoms, they should isolate themselves and let public health staff know. The close contact will be evaluated to see if they need medical care. A test may be necessary unless the individual is already in a household or long-term care facility with a confirmed case, then the close contact would be considered a probable case without a test.

WHAT TERMS SHOULD I KNOW WHEN IT COMES TO CONTACT TRACING?

- A **case** is a patient who has been diagnosed with COVID-19. A case should isolate themselves, meaning they should stay away from other people who are not sick to avoid spreading the illness.
- A **close contact** is an individual who had close contact with a case while the case was infectious. A close contact should quarantine themselves, meaning they should stay at home to limit community exposure and self-monitor for symptoms.
- A **contact of a close contact** is an individual who had or continues to have contact with a close contact. A contact of a close contact should take all regular preventative actions, like washing hands, covering coughs and sneezes, and cleaning surfaces frequently. A contact of a close contact should be alert for symptoms.

Change #1: Cafeteria seating at Central Elementary

Restricting the use of cafeterias and other congregate settings, and serving meals in alternate settings such as classrooms	<p>Students will be provided the maximum distance feasible between seats by:</p> <ul style="list-style-type: none"> • Eating in classrooms at Central Elementary. • Increasing the number of lunch periods at Rommelt Elementary • Limiting cafeteria seating and opening additional areas to eating at the JR / SR High School. <p>Students will be encouraged to use hand sanitizer or wash hands prior to eating.</p> <p>Parents /guardians will be encouraged to deposit funds using the on-line payment portal, avoiding the handling of cash and checks in the cafeterias. Drop boxes will be available in each main office for cash deposits. Deposits in the cafeteria during lunch will be prohibited.</p> <p>Meal condiments will be limited and provided to students on the serving trays. Prepackaged disposable eating utensils will be provided.</p> <p>Students will not be permitted to serve themselves for items such as fruit and or vegetable selections. Staff will serve students all meal components. Meal</p>	<p>Students will be provided the maximum distance feasible between seats by:</p> <ul style="list-style-type: none"> • Eating in classrooms at Central Elementary. • Increasing the number of lunch periods at Rommelt Elementary • Limiting cafeteria seating and opening additional areas to eating at the JR / SR High School. <p>Students will be encouraged to use hand sanitizer or wash hands prior to eating.</p> <p>Parents /guardians will be encouraged to deposit funds using the on-line payment portal, avoiding the handling of cash and checks in the cafeterias. Drop boxes will be available in each main office for cash deposits. Deposits in the cafeteria during lunch will be prohibited.</p> <p>Meal condiments will be limited and provided to students on the serving trays. Prepackaged disposable eating utensils will be provided.</p> <p>Students will not be permitted to serve themselves for items such as fruit and or vegetable selections. Staff will serve students all meal components. Meal</p>
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	<p>selection will be limited to at a minimum of one hot and one cold option daily.</p> <p>Masks in the serving line will be necessary where social distancing is not feasible. Sneeze-guards will be installed.</p> <p>Student dining tables and cafeteria serving areas will be cleaned between lunch periods.</p> <p>Breakfast will continue to be served in the classroom (K-6) in prepackaged bags and distributed to students by the classroom teacher. Students will not be pick-up meals individually. Breakfast (7-12) will be served in the cafeteria only.</p>	<p>selection will be limited to at a minimum of one hot and one cold option daily.</p> <p>Masks in the serving line will be necessary where social distancing is not feasible. Sneeze-guards will be installed.</p> <p>Student dining tables and cafeteria serving areas will be cleaned between lunch periods.</p> <p>Breakfast will continue to be served in the classroom (K-6) in prepackaged bags and distributed to students by the classroom teacher. Students will not be pick-up meals individually. Breakfast (7-12) will be served in the cafeteria only.</p>
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Change #2: Facemasks / coverings

<p>Use of face coverings by all persons over the age of 2 and without medical or other conditions which prohibit wearing a facemask.</p>	<p>As ordered by the Pennsylvania Department of Health (August 17, 2020), face coverings are required by all individuals over the age of 2 when outside their home including when in school. The district guidelines on face coverings will adhere to this order.</p> <p>As such, face coverings are necessary:</p> <ul style="list-style-type: none"> • When entering a school building, • While operating or riding in a district vehicle, school bus, or van, • When inside the school, 	<p>As ordered by the Pennsylvania Department of Health (August 17, 2020), face coverings are required by all individuals over the age of 2 when outside their home including when in school. The district guidelines on face coverings will adhere to this order.</p> <p>As such, face coverings are necessary:</p> <ul style="list-style-type: none"> • When entering a school building, • While operating or riding in a district vehicle, school bus, or van, • When inside the school,
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	<ul style="list-style-type: none"> When outside where 6 feet of social distancing cannot be maintained. <p>Face coverings can be removed:</p> <ul style="list-style-type: none"> During mask breaks when 6 ft of social distance can be maintained and less than 10 minutes in length. When wearing a face covering presents a safety hazard to perform an essential job. When eating or drinking and 6 ft of social distancing can be maintained. <p>Facemasks are NOT necessary in the following locations where 6 feet of social distancing can be reasonably established and controlled:</p> <ul style="list-style-type: none"> Classrooms / Learning Spaces Cafeterias / Dining Areas Congregating areas
	<ul style="list-style-type: none"> When outside where 6 feet of social distancing cannot be maintained. <p>Face coverings can be removed:</p> <ul style="list-style-type: none"> During mask breaks when 6 ft of social distance can be maintained and less than 10 minutes in length. When wearing a face covering presents a safety hazard to perform an essential job. When eating or drinking and 6 ft of social distancing can be maintained. <p>Facemasks are NOT necessary in the following locations where 6 feet of social distancing can be reasonably established and controlled:</p> <ul style="list-style-type: none"> Classrooms / Learning Spaces Cafeterias / Dining Areas Congregating areas

**AFFILIATION AGREEMENT BETWEEN
LOCK HAVEN UNIVERSITY OF PA
ATHLETIC TRAINING PROGRAM
AND
South Williamsport High School**

THIS AGREEMENT, is made this _____ day of _____, 20____, by and between Lock Haven University of Pennsylvania, (hereinafter referred to as "University"), an educational institution of the State System of Higher Education, Commonwealth of Pennsylvania and South Williamsport High School (hereinafter "Site").

BACKGROUND

WHEREAS, Site is equipped with the facilities and professional staff necessary to provide an educational experience to the University's students enrolled in the Master of Science in Athletic Training; and

WHEREAS, the University is an educational institution that provides a degree in Athletic Training; and

WHEREAS, the University is desirous of providing an educational experience for rotation and implementation of the students' clinical experience; and

WHEREAS, the Site is desirous of establishing a relationship with the University whereby its students may receive clinical experience in their area of matriculation subject to the provisions of this Agreement.

NOW THEREFORE, intending to be legally bound, the parties hereto agree as follows:

I. DUTIES AND RESPONSIBILITIES OF THE UNIVERSITY

- a. Selection of Students.* The University shall be responsible for the selection of qualified students to participate in the clinical experience. Selected students must have the appropriate educational background and skills consistent with the contemplated educational experience planned at various levels.
- b. Education of Students.* The University shall assume full responsibility for the classroom and clinical education of its students. The University shall be responsible for the administration of the program, the curriculum content, the requirements of matriculation, grading, graduation and faculty appointments.
- c. Supervision of Students.* The University shall provide faculty who will monitor student activities during clinical visits.

- d. Submission of Candidates.* The University shall submit the names of the students to a designated representative of the Site at least four weeks prior to the clinical assignment.
- e. Advising Students of Rights and Responsibilities.* The University will be responsible for advising students of their responsibilities under this Agreement. All students shall be advised of their obligations to abide by the policies and procedures of the Health Agency and should any student fail to abide by any policy and/or procedure, they may be expelled from the program.
- f. Health Status.* The University will require its students who are participating in the clinical experience to comply with the health status requirements of the Site and/or state regulatory agencies, including but not limited to, physical examinations, vaccinations and health screening requirements for tuberculosis and measles. Proof of compliance must be presented prior to student participation in the clinical experience. If additional examinations or medical steps are required because of the nature of the clinic involved, the University will require the student to be in compliance as a condition for participation.
- g. Scheduling of Clinical.* The University shall plan the assignment and schedules of those participating in the clinical experience in cooperation with the Site representative.
- h. Professional Liability Insurance.* Students shall be responsible for procuring professional liability insurance at their own expense. The limits of the policy shall be a minimum of \$1,000,000.00 per claim and an aggregate of \$3,000,000.00 per occurrence. This policy must remain in full force and effect for the duration of the clinical assignment. The Site understands that 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 and Insurance Management of the Pennsylvania Department of General Services. This program covers Commonwealth/University-owned property, employees and officials acting within the scope of their employment, and claims arising out of the University's performance under this Agreement, subject to the provisions of the Tort Claims Act, 42 Pa.C.S.A. §§8521, *et seq.*

II. DUTIES AND RESPONSIBILITIES OF THE SITE

- a. Removal of Noncompliant Student.* The Site shall have the authority to immediately remove a student who fails to comply with the Site's policies and procedures. If such a removal occurs, the Site should immediately contact the responsible University Faculty Supervisor.
- b. Emergency Medical Care of Students.* The Site may provide to the students, to the extent possible, first aid for any injuries or illness that may occur during a clinical experience. However, the Site assumes no responsibility, financial or otherwise, beyond the initial first aid.

- c. *Designation of Representative.* The Site shall designate a person to serve as a liaison between the parties.
- d. *Changes in Available Space.* The Site will, as soon as practical, advise the University of any changes in clinical space that can be used for clinical assignments. If additional clinical education programs exist with other institutions, the Site shall devise ways for the coordination of all programs so that all students may have the maximum benefit of the learning experience.
- e. *Rule and Policies.* The Site will provide the University, at least two (2) weeks in advance of the first clinical rotation, all relevant rules, regulations, and policies of the Site. The University will review with each student, prior to the assignment any and all applicable policies, codes or confidentiality issues related to the experience. The Site, when necessary, shall have the responsibility of updating this information as necessary.
- f. *Facilities.* Available space at the site, as specified by the Site, will be established by mutual agreement and made accessible to the University faculty and students for instruction, conferences and library purposes.
- g. *Orientation.* The Site personnel will provide orientation for students and faculty, give reports and assist students and faculty in providing optimum care for the patients/clients. The faculty and students will fully cooperate with the Site personnel in providing optimum care for the patient.
- h. *Student Records.* The Site shall protect the confidentiality of student records as dictated by the Family Educational Rights and Privacy Act (FERPA) and shall release no information absent written consent of the student unless required to do so by law or as dictated by the terms of this Agreement.

III. MUTUAL TERMS AND CONDITIONS

- a. *Student Participation in Clinical Experiences.* The Site agrees to allow a mutually agreed upon number of students of the University to participate in a clinical experience. The Site agrees that the students selected for the program will be permitted to participate at dates and times mutually agreeable between the Site representative and the University.
- b. *Term of Agreement.* The term of this Agreement shall be five (5) years from the date of execution.
- c. *Termination of Agreement.* The University or the Health Agency may terminate this Agreement for any reason with ninety (90) days notice. Either party may terminate this Agreement in the event of a substantial breach. However, should the Health Agency terminate this Agreement prior to the completion of an academic semester, all students enrolled at that time may continue their educational experience until it would have been concluded absent the termination.

- d. Nondiscrimination.* The parties agree to continue their respective policies of nondiscrimination based on Title VI of the Civil Rights Act of 1964 in regard to sex, age, race, color, creed, national origin, Title IX of the Education Amendments of 1972 and other applicable laws, as well as the provisions of the Americans with Disabilities Act. University students are protected by Title IX of the Education Amendments of 1972 and other applicable laws, as well as the provisions of Section 504 of the Rehabilitation Act of 1973 (as amended) and the Americans with Disabilities Act (ADA) of 1990. The Health Agency agrees to cooperate with the University in its investigation of claims of discrimination or harassment.
- e. Reporting of Sexual Violence and Sexual Harassment.* The Health Agency shall report any incident in which a student is the victim of sexual assault, dating violence, domestic violence, stalking or sexual harassment to the University Title IX Coordinator, Ms. Deana Hill, Chief Administration and Financial Officer, dhill@lockhaven.edu; 570-484-2014.
- f. Interpretation of the Agreement.* The laws of the Commonwealth of Pennsylvania shall govern this Agreement.
- g. Modification of Agreement.* This Agreement shall only be modified in writing with the same formality as the original Agreement.
- h. Relationship of Parties.* The relationship between the parties to this Agreement to each other is that of independent contractors. The relationship of the parties to this contract to each other shall not be construed to constitute a partnership, joint venture or any other relationship, other than that of independent contractors.
- i. Liability.* 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 or of the State System of Higher Education or the University.
- j. Entire Agreement.* This Agreement represents the entire understanding between the parties. No other prior or contemporaneous oral or written understandings or promises exist in regards to this relationship.

IN WITNESS WHEREOF, the authorized representatives of the parties have executed this Agreement as of the date previously indicated.

Lock Haven University

South Williamsport High School

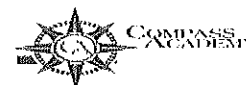
Ron W. Darbeau Ph.D. Date
Provost & Vice President for
Academic Affairs

Authorized Signature Date

Print Name

Title

University Legal Counsel Approved December 10, 2017



Attachment #4



1500 ARDMORE BOULEVARD
SUITE 410
PITTSBURGH, PA 15221

TEL: 877-525-5992
FAX: 412 241-6675
www.justiceworksyouthcare.com

CONTRACT AGREEMENT
August 1, 2020 through July 31, 2021

AGREEMENT BETWEEN
South Williamsport Area School District
515 W. Central Ave
South Williamsport, PA 17702

AND

JusticeWorks YouthCare, Inc.
1500 Ardmore Blvd.
Suite 410
Pittsburgh, PA 15221

THIS CONTRACT is made this ___ DAY of ___, 2020, between South Williamsport School District and JusticeWorks YouthCare (JWYC), a Pennsylvania Corporation, with its principal place of business located at 1500 Ardmore Blvd., Suite 410, Pittsburgh, Pennsylvania, 15221.

WHEREAS, South Williamsport School District and JWYC will enter into an agreement, with a term extending from August 1, 2020 through July 31, 2021, for the provision of **Behavioral Analyst** as described in the JWYC Behavioral Analyst Proposal to the students of South Williamsport School District; and

WHEREAS, JWYC has proposed services to South Williamsport School District related to the provision of **Behavioral Analyst** and South Williamsport School District is willing to purchase those additional services as offered by JWYC; and

NOW, THEREFORE, in consideration of the mutual promises made herein, the parties, intending to be legally bound, hereby agree to services as follows;

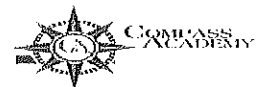
BEHAVIORAL ANALYST AGREEMENT

Approved Private Provider JUSTICE WORKS YOUTH CARE, INC.
Public School District SOUTH WILLIAMSPORT SCHOOL DISTRICT

AND NOW, this ___ of ___, 2020 JUSTICEWORKS YOUTHCARE INC. (JWYC) with a principal place of operations located at 1500 Ardmore Blvd., Suite 410, Pittsburgh, PA 15221 Enter into this Behavioral Analyst Program Placement Agreement, as follows:

WHEREAS, JUSTICEWORKS YOUTHCARE INC. primary operations is a private for-profit organization; and WHEREAS, JUSTICEWORKS YOUTHCARE INC. has been in the business of providing EDUCATIONAL SERVICES; and WHEREAS, JUSTICEWORKS YOUTHCARE INC. has become an approved private provider of educational services for disruptive youth under Act 48 and Act 30 (collectively the Act), whereby JUSTICEWORKS YOUTHCARE INC. is authorized to enter into contractual arrangements with local School Districts to provide educational services to disruptive youth as that term is defined in the aforesaid Act; and

WHEREAS, JUSTICEWORKS YOUTHCARE INC. has developed a specific educational program (the Program); WHEREAS, SOUTH WILLIAMSPORT SCHOOL DISTRICT and JUSTICEWORKS YOUTHCARE INC. have entered into a contractual arrangement, as further described herein, wherein SOUTH WILLIAMSPORT SCHOOL



DISTRICT will have certain placement rights regarding the targeted youth, that SOUTH WILLIAMSPORT SCHOOL DISTRICT desires to utilize JUSTICEWORKS YOUTHCARE INC. services in the Program; NOW THEREFORE, in accordance with the aforesaid recitals, JUSTICEWORKS YOUTHCARE INC. and SOUTH WILLIAMSPORT SCHOOL DISTRICT, intending to be legally bound, agree as follows:

1. DEFINITIONS. The following definitions apply regarding the text of this agreement:

- a) TERM. For purposes of this Agreement, the term shall cover the 2020-2021 school year.
- b) PROGRAM. For purposes of this Agreement, Program shall be defined as the JUSTICEWORKS YOUTHCARE INC. Behavioral Analyst program;
- c) SCHOOL DISTRICT. For purposes of this Agreement, SOUTH WILLIAMSPORT SCHOOL DISTRICT shall collectively be defined as Central and Rommelt Elementary Schools of the community, acting by and through their authorized employees, agents and representatives;
- d) STUDENT. For purposes of this Agreement, Student shall be defined as an enrolled student at SOUTH WILLIAMSPORT SCHOOL DISTRICT who has been designated by SOUTH WILLIAMSPORT SCHOOL DISTRICT as a targeted youth for JWYC support services;

2. MATRICULATION RIGHTS. SOUTH WILLIAMSPORT SCHOOL DISTRICT shall have the right to matriculate up to 30 students at one time into the JUSTICE WORKS YOUTH CARE Program, under the following terms and conditions:

- a) SOUTH WILLIAMSPORT SCHOOL DISTRICT shall certify to JUSTICEWORKS YOUTHCARE INC. that the Student is appropriate for services by completing the JWYC referral form and providing all pertinent information to JUSTICEWORKS YOUTHCARE INC. regarding said Student;

3. COST/PAYMENT. SOUTH WILLIAMSPORT SCHOOL DISTRICT shall compensate JWYC for the Program services rendered to Students as follows:

- a) JWYC will submit a monthly invoice to SOUTH WILLIAMSPORT SCHOOL DISTRICT for the following:
Behavioral Analyst
Program funded rate of \$7,757.13 per month for the 10 months of August 2020 - May 2021, totaling \$77,571.30.

4. DURATION: One calendar school year August 1, 2020 - July 31, 2021. School year shall at a minimum equal 180 days.

5. COMPLIANCE - P.D.E GUIDELINES. During the entire term of this Agreement, JUSTICEWORKS YOUTHCARE INC. and SOUTH WILLIAMSPORT SCHOOL DISTRICT warrant to each other that they shall both be and remain in compliance with all applicable guidelines, requirements and mandates issued by the Commonwealth of Pennsylvania, Department of Education, or any other applicable statute or ordinance regarding all aspects of the Act 48 Program referenced herein. In addition, the following specific warranties and assurances apply:

- a) JUSTICEWORKS YOUTHCARE INC. warrants that it shall be and remain an approved private provider of alternative educational services for disruptive youth, as defined in the Act, during the entire term of this Agreement (Appendix three (3) of the 2003/2008 Guidelines regarding Private Alternative Educational Institutions).
- b) JUSTICEWORKS YOUTHCARE INC. warrants that all members of its staff are of good moral character and are at least 18 years of age, that they have been examined by a physician, have had tuberculosis testing, and that each member of the staff has a certificate from a physician on file verifying the examination and results of said examination in accordance with the aforesaid representation (Appendix three (3) of the 2003/2008 Guidelines regarding Private Alternative Educational Institutions; (age 33, item E4a-E4d).
- c) JUSTICEWORKS YOUTHCARE INC. warrants that all employees and members of its staff are citizens of the United States (Appendix three (3) of the 2003/2008 Guidelines regarding Private Alternative Educational Institutions; Page 33, item E4a-E4d)
- d) JUSTICEWORKS YOUTHCARE INC. warrants that all employees and members of its staff have applied for and received all applicable and appropriate background information, including Criminal History Records as required by 24 P.S. 1-111 and Pennsylvania Child Abuse History Clearances as required by 23 P.S. 6354, Cogent FBI Fingerprint Background Check as required by Act 114 of 2006, Section 111 and that all records received show no evidence of a criminal background or a background of child abuse which would exclude an individual from



employment (Appendix three (3) of the 2003/2008 Guidelines regarding Private Alternative Educational Institutions; Page33, itemE4a - E4d.). JUSTICEWORKS YOUTHCARE also requires that all staff comply with Act 168 of 2014, which requires completion of the Act 168 Commonwealth of PA Sexual Misconduct/Abuse Disclosure Release. JWYC staff will also receive Suicide Awareness training. SWASD also agrees to offer JWYC relevant district trainings and meetings as they pertain to JWYC's role within the district. SWASD will also provide JWYC all applicable Positive Behavioral Intervention and Supports (PBIS) resources and training.

6. INSURANCE: JUSTICEWORKS YOUTHCARE INC. and SOUTH WILLIAMSPORT SCHOOL DISTRICT agree to provide mutual proof of liability and risk insurance in an amount equal to or greater than \$1,000,000.00 which names each other as an additional insured and is deemed acceptable by JWYC, the SOUTH WILLIAMSPORT SCHOOL DISTRICT and the SOUTH WILLIAMSPORT SCHOOL DISTRICT Board of School Directors. For purposes of this Agreement, a well- rated insurance carrier, protected by the Pennsylvania Guaranty Fund or other deemed secure and stable by another similar and well recognized stability index, shall be deemed an acceptable liability insurance carrier. In addition to the liability insurance coverage, JWYC agrees to provide at all times during the term of this Agreement and to maintain worker's compensation insurance. JWYC does not have any volunteer employees, but to the extent any volunteers are utilized by JWYC, JWYC shall procure mutually acceptable volunteer insurance. JWYC and SOUTH WILLIAMSPORT SCHOOL DISTRICT further agree to provide each other with proof of said insurance during the entire term of this Agreement, which shall include a Certificate of Insurance naming both entities as additional insured and setting forth the respective applicable insurance coverage and the policy term.

7. OUTPUTS: (As youth are appropriate) JUSTICEWORKS YOUTHCARE INC. will utilize the McMaster Family Assessment Device (FAD) and The Columbia Scale (C.I.S.) tools to measure student progress through pre testing at the beginning of services, and post testing near closure of services or at the end of school year. The WhyTry pre and post assessment and Nowicki Strickland Locus of Control (NSLOC) assessments will be utilized for youth participating in the WhyTry curriculum. JWYC will also track instances of significant behavioral issues within the academic setting.

8. INSOLVENCY OF SCHOOL DISTRICT: If SOUTH WILLIAMSPORT SCHOOL DISTRICT is or becomes insolvent, is declared a Distressed District under applicable Pennsylvania law, or is unable to pay any amounts due hereunder as said payments become due, then this contract shall automatically terminate upon the election of JWYC and all payments required hereunder for the remaining Term shall be accelerated and become automatically due and payable to JWYC within ten (10) days. If said payment is not received, all SOUTH WILLIAMSPORT SCHOOL DISTRICT students and related records shall not be entitled to continue to be matriculated at JWYC and said records shall be forwarded by JWYC to SOUTH WILLIAMSPORT SCHOOL DISTRICT. If said payment is received, the matriculated SOUTH WILLIAMSPORT SCHOOL DISTRICT students shall be entitled to remain for the remainder of the applicable Term.

9. TERMINATION - SOUTH WILLIAMSPORT SCHOOL DISTRICT: JWYC agrees that the SOUTH WILLIAMSPORT SCHOOL DISTRICT retains the right to terminate this Agreement, after written notice of default and a thirty (30) day opportunity to cure said default by JWYC, for any of the following reasons:

- a) One or more material violations of this Agreement;
- b) Failure to timely comply with SOUTH WILLIAMSPORT SCHOOL DISTRICT requests for information regarding any matriculated students, or failure to cooperate with SOUTH WILLIAMSPORT SCHOOL DISTRICT staff regarding matriculation procedures set forth herein;
- c) Violations of any provision in Act 48 of the Pennsylvania School Code;
- d) Violations of any provisions of state or federal law from which JWYC has not been exempted;

10. TERMINATION - JUSTICEWORKS YOUTHCARE INC. retains the right to terminate or not to renew Agreement, after written notice of default and a thirty (30) day opportunity to cure said default by SOUTH WILLIAMSPORT SCHOOL DISTRICT, for any of the following reasons:

- a) One or more material violations of this Agreement;



- b) Failure to timely comply with JWYC requests for information regarding any matriculated students, or failure to cooperate with JWYC staff regarding matriculation procedures set forth herein;
- c) Failure to make any payment hereunder or pay any JWYC invoice when due;
- d) Violations of any provision in Act 48 of the Pennsylvania School Code;
- e) Violations of any provisions of state or federal law from which SOUTH WILLIAMSPORT SCHOOL DISTRICT has not been exempted;
- f) The SOUTH WILLIAMSPORT SCHOOL DISTRICT or the SOUTH WILLIAMSPORT SCHOOL DISTRICT Board of School Directors has been indicted for and convicted of fraud;

11. ASSIGNMENT: JUSTICEWORKS YOUTHCARE INC. agrees that this Agreement may not be assigned by JWYC or SOUTH WILLIAMSPORT SCHOOL DISTRICT and that this Agreement shall be binding upon and inure to the benefit of the successors and assigns of the SOUTH WILLIAMSPORT SCHOOL DISTRICT.

12. COMPLIANCE: JUSTICEWORKS YOUTHCARE INC. agrees that this Agreement is subject to all applicable Federal, State and local laws and regulations, policies and procedures of the Commonwealth of Pennsylvania, Department of Public Education and the Federal Government;

13. SEPARABILITY: JUSTICEWORKS YOUTHCARE INC. agrees that in the event that any provision of this Agreement shall or become invalid or unenforceable in whole or in part for any reason whatsoever, the remaining provisions shall, nevertheless, be valid and binding as if such invalid or unenforceable provision had not been contained in this Agreement.

14. MISCELLANEOUS: This Agreement may be executed in counterpart. Facsimile copies of signatures shall serve as acceptable substitutes for original signatures, and shall be legally binding. By executing this Agreement, each party hereto ratifies that all necessary Board action has been approved and obtained prior to the execution hereof and each party shall be entitled to rely upon the compliance with said rules, regulations and statutes. All notices required under paragraphs 11 or 12 of this Agreement shall be delivered via certified mail, return receipt requested or Federal Express delivery service to the following parties at the addresses set forth below:

15. ENTIRE AGREEMENT: This Agreement contains the entire understanding among the parties hereto with respect to the subject matter hereof, and supersedes all prior and contemporaneous agreements and understandings, inducements or conditions, express or implied, oral or written, except as herein contained. The express terms hereof control and supersede any course of performance and/or usage of the trade inconsistent with any of the terms hereof. This Agreement may not be modified or amended other than by an agreement in writing, duly signed by all parties. No delay or forbearance by JWYC in exercising any right or remedy hereunder or in undertaking or performing any act or matter which is not expressly required to be undertaken by JWYC shall be construed, respectively, to be a waiver of JWYC's rights or to represent any agreement by JWYC to undertake or perform such act or matter thereafter.

16. NONDISCRIMINATION: JWYC agrees that the PAEI will abide by all federal and state laws prohibiting discrimination admissions, employment and operation on the basis of disability, race, creed, gender, national origin, religious ancestry, need for special education services, subject to JWYC's right to receive waivers from the same or JWYC's rights of noncompliance as set forth in Act 48 or other legal standard.



IN WITNESS THEREOF, the parties hereto have executed this Contract as of the day and year first above written.

ATTEST:

South Williamsport School District Representative

ATTEST:

JusticeWorks YouthCare
1500 Ardmore Blvd.
Suite 410
Pittsburgh, PA 15221

BY: _____
JusticeWorks YouthCare's Authorized Signatory

PRINT NAME/TITLE

**South Williamsport Area School District
2020-2021 Bus Transportation Schedule**

Attachment #5

Bus 2010 Secondary AM

Time	Location
6:30 AM	Bus Garage
6:47 AM	2502 Jacks Hollow Rd
6:48 AM	240 Bennardi Dev Rd
6:49 AM	167 Bennardi Dev Rd
6:50 AM	36 Bennardi Dev Rd
6:51 AM	2793 Jacks Hollow Rd
6:52 AM	2731 Jacks Hollow Rd
6:53 AM	2595 Jacks Hollow Rd
6:54 AM	2385 Jacks Hollow Rd
6:55 AM	2175 Jacks Hollow Rd
7:04 AM	Grove St & W Southern Ave
7:05 AM	Brown St & W Southern Ave
7:06 AM	Brown St & W Mountain Ave
7:08 AM	Linden St & W Mountain Ave
7:09 AM	S Maynard St & W Mountain Ave
7:10 AM	Beech St & W Mountain Ave
7:15 AM	High School

Bus 2010 Elementary AM

Time	Location
7:35 AM	High School
7:46 AM	1398 State Route 654
7:50 AM	3263 State Route 654
7:51 AM	Corbin Rosa Dr & Rt 654
7:51 AM	2nd Ave & Rt 654
7:52 AM	1st Ave & Rt 654
7:53 AM	Nisbet Ter & Rt 654
7:53 AM	2704 State Route 654
7:54 AM	2531 Rt 654 Hwy
7:55 AM	2490 Rt 654 Hwy
7:56 AM	2421 Rt 654
7:57 AM	2013 Rt 654
7:57 AM	1968 Rt 654
7:58 AM	State Route 654 & Taggertys Run Rd
7:59 AM	1547 State Route 654 Highway
8:00 AM	1477 Rte 654 Hwy
8:01 AM	1363 Rte 654 Hwy
8:02 AM	1077 State Route 654 Hwy
8:06 AM	Brook St & Valley St
8:07 AM	Riverside Dr & Shaffer St
8:08 AM	Riverside Dr & Summer St
8:11 AM	Beech St & Whitford Ave
8:12 AM	Stanton St & W Southern Ave
8:13 AM	Clark St & Kaiser Ave
8:15 AM	Central Elementary
8:20 AM	Rommelt Elementary
8:27 AM	Bus Garage

Bus 2010 Secondary PM

Time	Location
2:37 PM	Bus Garage
2:45 PM	High School
2:49 PM	Beech St & W Mountain Ave
2:50 PM	S Maynard St & W Mountain Ave
2:51 PM	Linden St & W Mountain Ave
2:53 PM	Brown St & W Mountain Ave
2:54 PM	Grove St & W Southern Ave
2:54 PM	Brown St & W Southern Ave
3:04 PM	2502 Jacks Hollow Rd
3:05 PM	36 Bennardi Dev Rd
3:06 PM	167 Bennardi Dev Rd
3:07 PM	240 Bennardi Dev Rd
3:09 PM	2731 Jacks Hollow Rd
3:09 PM	2793 Jacks Hollow Rd
3:11 PM	2385 Jacks Hollow Rd
3:12 PM	2175 Jacks Hollow Rd
3:20 PM	Rommelt Elementary

Bus 2010 Elementary PM

Time	Location
3:20 PM	Rommelt Elementary
3:21 PM	Central Elementary
3:28 PM	Clark St & Kaiser Ave
3:30 PM	Stanton St & W Southern Ave
3:31 PM	Beech St & Whitford Ave
3:33 PM	Riverside Dr & Summer St
3:34 PM	Riverside Dr & Shaffer St
3:35 PM	Brook St & Valley St
3:40 PM	1398 State Route 654
3:42 PM	2013 Rt 654
3:42 PM	1968 Rt 654
3:44 PM	2490 Rt 654 Hwy
3:44 PM	2421 Rt 654
3:45 PM	2531 Rt 654 Hwy
3:46 PM	2704 State Route 654
3:47 PM	1st Ave & Rt 654
3:47 PM	Nisbet Ter & Rt 654
3:48 PM	2nd Ave & Rt 654
3:49 PM	3263 Rte 654 Hwy
3:49 PM	Corbin Rosa Dr & Rt 654
3:56 PM	Rte 654 Hwy & Taggertys Run Rd
3:57 PM	1547 Rte 654 Hwy
3:58 PM	1477 Rte 654 Hwy
3:59 PM	1363 Rte 654 Hwy
4:00 PM	1077 State Route 654 Hwy
4:14 PM	Bus Garage

**South Williamsport Area School District
2020-2021 Bus Transportation Schedule**

Bus 2155 Secondary AM

Time	Location
6:33 AM	Bus Garage
6:40 AM	Lakeview Apts Main St
6:41 AM	1195 Main St
6:42 AM	Lakeview Apts Market St
6:43 AM	900 S Market St
6:44 AM	Red Roof Inn
6:46 AM	Chadlee Trailer Court
6:49 AM	Hahn's Trailer Court
6:50 AM	2700 Sylvan Dell Rd
6:51 AM	2640 Sylvan Dell Rd
6:53 AM	2269 Sylvan Dell Rd
6:54 AM	1920 Sylvan Dell Rd
6:58 AM	358 Sylvan Dell Park Rd
7:06 AM	688 Sylvan Dell Rd
7:07 AM	E 1st Ave & Sylvan Dell Rd
7:09 AM	457 E 2nd Ave
7:10 AM	E Southern Ave & Fleming St
7:11 AM	Charles St & E Central Ave
7:15 AM	High School

Bus 2155 Elementary AM

Time	Location
7:41 AM	High School
7:45 AM	659 Rt 15 Hwy
7:46 AM	Lakeview Apts - Main St
7:48 AM	Lakeview Apts - Market St
7:49 AM	900 S Market St
7:50 AM	744 Us Hwy 15
7:51 AM	Ida Ln & Old Montgomery Pike Rd
7:53 AM	Chadlee Trailer Court
7:54 AM	646 Old Montgomery Pike Rd
7:56 AM	Hahn's Trailer Court
7:57 AM	2826 Sylvan Dell Rd
7:59 AM	2269 Sylvan Dell Rd
8:01 AM	2640 Sylvan Dell Rd
8:04 AM	1920 Sylvan Dell Rd
8:09 AM	E 1st Ave & Sylvan Dell Rd
8:11 AM	E 2nd Ave & Fleming St
8:12 AM	E Southern Ave & Fleming St
8:13 AM	E Central Ave & Main St
8:14 AM	Noll Funeral Home
8:16 AM	Central Elementary
8:21 AM	Rommelt Elementary
8:28 AM	Bus Garage

Bus 2155 Secondary PM

Time	Location
2:37 PM	Bus Garage
2:45 PM	High School
2:48 PM	Charles St & E Central Ave
2:50 PM	E Southern Ave & Fleming St
2:51 PM	457 E 2nd Ave
2:52 PM	E 1st Ave & Sylvan Dell Rd
2:54 PM	688 Sylvan Dell Rd
2:58 PM	1920 Sylvan Dell Rd
3:00 PM	2269 Sylvan Dell Rd
3:01 PM	2492 Sylvan Dell Rd
3:03 PM	358 Sylvan Dell Park Rd
3:07 PM	2700 Sylvan Dell Rd
3:08 PM	2640 Sylvan Dell Rd
3:10 PM	Hahn's Trailer Court
3:13 PM	Chadlee Trailer Court
3:15 PM	Lakeview Apts Main St
3:16 PM	1195 Main St
3:17 PM	Lakeview Apts Market St
3:18 PM	900 S Market St
3:19 PM	Red Roof Inn
3:22 PM	Rommelt Elementary

Bus 2155 Elementary PM

Time	Location
3:22 PM	Rommelt Elementary
3:23 PM	Central Elementary
3:25 PM	Noll Funeral Home
3:26 PM	E Central Ave & Main St
3:27 PM	E Southern Ave & Fleming St
3:28 PM	E 2nd Ave & Fleming St
3:30 PM	E 1st Ave & Sylvan Dell Rd
3:32 PM	1920 Sylvan Dell Rd
3:34 PM	2269 Sylvan Dell Rd
3:36 PM	2640 Sylvan Dell Rd
3:37 PM	2826 Sylvan Dell Rd
3:38 PM	Hahn's Trailer Court
3:40 PM	646 Old Montgomery Pike Rd
3:41 PM	Chadlee Trailer Court
3:42 PM	Ida Ln & Old Montgomery Pike Rd
3:45 PM	659 Rt 15 Hwy
3:46 PM	Lakeview Apts - Main St
3:48 PM	Lakeview Apts - Market St
3:48 PM	900 S Market St
3:50 PM	744 Us Hwy 15
3:57 PM	Bus Garage

**South Williamsport Area School District
2020-2021 Bus Transportation Schedule**

Bus 2156 Secondary AM

Time	Location
6:32 AM	Bus Garage
6:52 AM	Johnson Dr & Lorson Dr
6:53 AM	Hillside Dr & Lorson Dr
6:55 AM	Bertin Hts & Comp Rd
6:56 AM	Jacob Road
7:00 AM	528 E Village Dr
7:00 AM	564 E Village Dr
7:01 AM	614 E Village Dr
7:08 AM	2874 Euclid Ave
7:11 AM	Linden St & Riverside Dr
7:15 AM	High School

Bus 2156 Secondary PM

Time	Location
2:37 PM	Bus Garage
2:45 PM	High School
2:49 PM	Linden St & Riverside Dr
2:52 PM	2874 Euclid Ave
2:59 PM	614 E Village Dr
3:00 PM	564 E Village Dr
3:00 PM	528 E Village Dr
3:04 PM	Jacob Road
3:05 PM	Bertin Hts & Comp Rd
3:07 PM	Hillside Dr & Lorson Dr
3:08 PM	Johnson Dr & Lorson Dr
3:15 PM	Rommelt Elementary

Bus 2156 Elementary AM

Time	Location
8:02 AM	High School
8:06 AM	W 7th Ave & Parakeet Aly
8:07 AM	E 7th Ave & Main St
8:08 AM	E 7th Ave & Grandview Pl
8:09 AM	E 7th Ave & Fairmont Ave
8:10 AM	E Mountain Ave & Sylvan Dr
8:11 AM	E Central Ave & Fleming St
8:13 AM	27 E Mountain Ave
8:15 AM	Central Elementary
8:21 AM	Rommelt Elementary

Bus 2156 Elementary PM

Time	Location
3:15 PM	Rommelt Elementary
3:20 PM	Central Elementary
3:23 PM	W 7th Ave & Parakeet Aly
3:24 PM	E 7th Ave & Main St
3:25 PM	E 7th Ave & Grandview Pl
3:26 PM	E 7th Ave & Fairmont Ave
3:27 PM	E Mountain Ave & Sylvan Dr
3:30 PM	E Central Ave & Fleming St
3:31 PM	27 E Mountain Ave
3:37 PM	Bus Garage

Bus 263 Elementary AM

Time	Location
7:30 AM	Bus Garage
7:59 AM	Charlotte Ave & W Mountain Ave
8:00 AM	W Highland Ave & W Mountain Ave
8:02 AM	S Maynard St & W Mountain Ave
8:04 AM	2300 Block W Mountain Ave
8:05 AM	Brown St & W Mountain Ave
8:07 AM	Brown St & W Southern Ave
8:08 AM	Grove St & W Southern Ave
8:09 AM	Elm St & W Southern Ave
8:10 AM	S Maynard St & W Southern Ave
8:11 AM	Forrest St & W Southern Ave
8:12 AM	Beech St & W Southern Ave
8:17 AM	Central Elementary
8:21 AM	Rommelt Elementary
8:33 AM	Bus Garage

Bus 263 Elementary PM

Time	Location
3:09 PM	Rommelt Elementary
3:12 PM	Central Elementary
3:18 PM	Charlotte Ave & W Mountain Ave
3:19 PM	W Highland Ave & W Mountain Ave
3:22 PM	S Maynard St & W Mountain Ave
3:24 PM	2300 Block W Mountain Ave
3:25 PM	Brown St & W Mountain Ave
3:26 PM	Brown St & W Southern Ave
3:29 PM	Grove St & W Southern Ave
3:29 PM	Elm St & W Southern Ave
3:31 PM	S Maynard St & W Southern Ave
3:31 PM	Forrest St & W Southern Ave
3:32 PM	Beech St & W Southern Ave
3:45 PM	Bus Garage

Bus 282 Elementary AM

Time	Location
8:00 AM	WASD HS
8:08 AM	Euclid Ave & Winter St
8:09 AM	Euclid Ave & Spring St
8:10 AM	Euclid Ave & Gordon St
8:11 AM	Linden St & Riverside Dr
8:12 AM	Fisher St & W Southern Ave
8:15 AM	Central Elementary
8:16 AM	Rommelt Elementary
8:18 AM	SWASD HS

Bus 282 Elementary PM

Time	Location
2:45 PM	SWASD HS
3:10 PM	Central Elementary
3:14 PM	Rommelt Elementary
3:18 PM	Fisher St & W Southern Ave
3:20 PM	Linden St & Riverside Dr
3:23 PM	Euclid Ave & Winter St
3:24 PM	Euclid Ave & Spring St
3:24 PM	Euclid Ave & Gordon St
3:34 PM	Bus Garage

**South Williamsport Area School District
2020-2021 Bus Transportation Schedule**

Bus 272 Secondary AM

Time	Location
6:29 AM	Bus Garage
6:44 AM	1460 Rte 654 Hwy
6:49 AM	Village Dr & Valley Rd
6:49 AM	Sherwood Ln & Valley Rd
6:50 AM	224 Valley Rd
6:51 AM	Stanley Ln & Valley Rd
6:54 AM	3149 State Route 654
6:55 AM	2nd Ave & State Route 654
6:56 AM	1st Ave & State Route 654
6:56 AM	Nisbet Terrace & State Route 654
6:57 AM	2531 Rt 654 Hwy
6:58 AM	2490 Rt 654
6:59 AM	Good-To-Go Store
7:00 AM	2013 State Route 654
7:01 AM	1968 Rt 654
7:01 AM	1745 Rt 654
7:02 AM	1706 Rte 654 Hwy
7:03 AM	1387 Rt 654
7:04 AM	1077 State Rt 654 Hwy
7:08 AM	West End Cochran Ave
7:09 AM	Cochran Ave & Edgewood Ave
7:16 AM	High School

Bus 272 Elementary AM

Time	Location
7:20 AM	High School
7:40 AM	1861 River Rd
7:45 AM	Pfirman Rd & W Village Dr
7:47 AM	Giles Ln & W Village Dr
7:48 AM	Kennedy Ln & W Village Dr
7:49 AM	Johnson Dr
7:50 AM	Johnson Dr & Lorson Dr
7:51 AM	Hillside Dr & Lorson Dr
7:52 AM	Middle of Hillside Dr
7:53 AM	Top of Hillside Dr
7:54 AM	160 Bertin Hts
7:55 AM	78 Bertin Hts
7:57 AM	107 Valley Rd
7:58 AM	Village Dr & Valley Rd
7:59 AM	River Rd
8:10 AM	Linden St & Whitford Ave
8:11 AM	Riverside Subs
8:15 AM	Central Elementary
8:20 AM	Rommelt Elementary
8:27 AM	Bus Garage

Bus 272 Secondary PM

Time	Location
2:37 PM	Bus Garage
2:45 PM	High School
2:51 PM	Cochran Ave & Edgewood Ave
2:53 PM	West End Cochran Ave
2:56 PM	1077 State Rt 654 Hwy
2:58 PM	1387 Rt 654 Hwy
2:58 PM	1460 Rte 654 Hwy
2:59 PM	1706 Rte 654 Hwy
3:00 PM	1745 Rt 654 Hwy
3:01 PM	1968 Rt 654 Hwy
3:01 PM	2013 State Route 654
3:03 PM	2490 Rt 654 Hwy
3:03 PM	Good-To-Go Store
3:04 PM	2531 Rt 654 Hwy
3:05 PM	Nisbet Terrace & State Route 654
3:06 PM	2nd Ave & State Route 654
3:06 PM	1st Ave & State Route 654
3:07 PM	Corbin Rosa Dr & State Route 654
3:08 PM	3149 State Route 654
3:11 PM	224 Valley Rd
3:11 PM	Stanley Lane
3:12 PM	Sherwood Ln & Valley Rd
3:13 PM	Village Dr & Valley Rd
3:26 PM	Central Elementary

Bus 272 Elementary PM

Time	Location
3:26 PM	Central Elementary
3:31 PM	Rommelt Elementary
3:34 PM	Riverside Subs
3:35 PM	Linden St & Whitford Ave
3:43 PM	Riverview Dr & State Route 654
3:47 PM	River Rd
3:48 PM	Village Dr & Valley Rd
3:49 PM	107 Valley Rd
3:51 PM	78 Bertin Hts
3:52 PM	160 Bertin Hts
3:53 PM	Top of Hillside Dr
3:54 PM	Middle of Hillside Dr
3:55 PM	Hillside Dr & Lorson Dr
3:56 PM	Johnson Dr & Lorson Dr
3:57 PM	Johnson Dr
3:58 PM	Kennedy Ln & W Village Dr
3:59 PM	Giles Ln & W Village Dr
4:01 PM	Pfirman Rd & W Village Dr
4:06 PM	1861 River Rd
4:29 PM	Bus Garage

**South Williamsport Area School District
2020-2021 Bus Transportation Schedule**

Bus 283 Secondary AM

Time	Location
6:40 AM	Bus Garage
6:56 AM	Retreat Rd
6:57 AM	1409 Mosquito Valley Rd
6:58 AM	1287 Mosquito Valley Rd
6:59 AM	1205 Mosquito Valley Rd
7:01 AM	834 Mosquito Valley Rd
7:01 AM	685 Mosquito Valley Rd
7:05 AM	Valley St South
7:06 AM	Sortman Ave & Valley St
7:07 AM	Euclid Ave & Valley St
7:08 AM	Riverside Dr & Summer St
7:09 AM	Euclid Ave & Spring St
7:15 AM	High School

Bus 283 Elementary AM

Time	Location
7:24 AM	High School
7:38 AM	Bennardi Development Turnaround
7:41 AM	2793 Jacks Hollow Rd
7:42 AM	2694 Jacks Hollow Rd
7:43 AM	2595 Jacks Hollow Rd
7:44 AM	2175 Jacks Hollow Rd
7:51 AM	Mosquito Valley Rd & Waterdale Rd
7:53 AM	1205 Mosquito Valley Rd
7:54 AM	1300 Mosquito Valley Rd
7:55 AM	1405 Mosquito Valley Rd
7:56 AM	1137 Mosquito Valley Rd
8:00 AM	Valley St & Woodside Ave
8:01 AM	370 Valley Street
8:02 AM	Sortman Ave & Valley St
8:03 AM	Cochran Ave & Edgewood Ave
8:04 AM	East End Cochran Ave
8:05 AM	Middle of Cochran Ave
8:07 AM	2900 Euclid Avenue
8:08 AM	2874 Euclid Ave
8:09 AM	2827 Euclid Ave
8:10 AM	Edgewood Ave & Euclid Ave
8:15 AM	Central Elementary
8:16 AM	Rommelt Elementary
8:23 AM	Bus Garage

Bus 2141 AM Run#1 HS River Rd Loop

Time	Location
6:20 AM	Bus Garage
6:39 AM	139 River Rd
6:44 AM	1861 River Rd
6:49 AM	540 Stewart Rd
6:57 AM	461 W Village Dr
6:58 AM	308 W Village Dr
7:11 AM	Reynolds St & W Southern Ave
7:15 AM	High School

Bus 283 Secondary PM

Time	Location
2:37 PM	Bus Garage
2:45 PM	High School
2:50 PM	Euclid Ave & Spring St
2:51 PM	Riverside Dr & Summer St
2:53 PM	Euclid Ave & Valley St
2:54 PM	Sortman Ave & Valley St
2:55 PM	Valley St South
2:58 PM	685 Mosquito Valley Rd
2:59 PM	834 Mosquito Valley Rd
3:00 PM	1205 Mosquito Valley Rd
3:01 PM	1287 Mosquito Valley Rd
3:02 PM	1409 Mosquito Valley Rd
3:03 PM	Retreat Rd
3:14 PM	Central Elementary

Bus 283 Elementary PM

Time	Location
3:15 PM	Central Elementary
3:16 PM	Rommelt Elementary
3:21 PM	Cochran Ave & Edgewood Ave
3:22 PM	East End Cochran Ave
3:23 PM	Middle of Cochran Ave
3:25 PM	2929 Euclid Ave
3:26 PM	2900 Euclid Avenue
3:27 PM	2874 Euclid Ave
3:28 PM	2827 Euclid Ave
3:28 PM	Edgewood Ave & Euclid Ave
3:30 PM	Sortman Ave & Valley St
3:30 PM	370 Valley Street
3:31 PM	Valley St & Woodside Ave
3:35 PM	Mosquito Valley Rd & Waterdale Rd
3:36 PM	1137 Mosquito Valley Rd
3:37 PM	1205 Mosquito Valley Rd
3:38 PM	1405 Mosquito Valley Rd
3:38 PM	1300 Mosquito Valley Rd
3:39 PM	1577 Mosquito Valley Rd
3:52 PM	Bennardi Development Turnaround
3:54 PM	2694 Jacks Hollow Rd
3:55 PM	2793 Jacks Hollow Rd
3:57 PM	2175 Jacks Hollow Rd
4:09 PM	Bus Garage

Bus 2141 PM Run#2 HS River Rd Loop

Time	Location
2:30 PM	High School
2:47 PM	308 W Village Dr
2:48 PM	461 W Village Dr
2:55 PM	540 Stewart Rd
3:00 PM	1861 River Rd
3:05 PM	139 River Rd
3:20 PM	Central Elementary



Book	Policy Manual
Section	100 Programs
Title	Discrimination/Title IX Sexual Harassment Affecting Students
Code	103 Vol IV 2020
Status	First Reading

Authority

The Board declares it to be the policy of this district to provide an equal opportunity for all students to achieve their maximum potential through the programs **and activities** offered in the schools without discrimination on the basis of race, color, age, creed, religion, sex, sexual orientation, ancestry, national origin, marital status, pregnancy or handicap/disability.[1][2][3][4][5][6][7][8][9][10][11][12][13][14][15][16][17]

The Board also declares it to be the policy of this district to comply with federal law and regulations under Title IX prohibiting sexual harassment, which is a form of unlawful discrimination on the basis of sex. Such discrimination shall be referred to throughout this policy as Title IX sexual harassment. Inquiries regarding the application of Title IX to the district may be referred to the Title IX Coordinator, to the Assistant Secretary for Civil Rights of the U.S. Department of Education, or both.

The district is committed to the maintenance of a safe, positive learning environment for all students that is free from discrimination by providing all students course offerings, counseling, assistance, services, employment, athletics and extracurricular activities without any form of discrimination, **including Title IX sexual harassment**. Discrimination is inconsistent with the **rights of students and the** educational and programmatic goals of the district and is **prohibited at or, in the course of, district-sponsored programs or activities, including transportation to or from school or school-sponsored activities.**

Violations of this policy, including acts of retaliation as described in this policy, or knowingly providing false information, may result in disciplinary consequences under applicable Board policy and procedures.[18][19][20][21]

The Board directs that the foregoing statement of Board policy be included in each student and staff handbook, and that this policy and related attachments be posted to the district's website.

The Board requires a notice stating that the district does not discriminate in any manner, including Title IX sexual harassment, in any district education program or activity, to be issued to all students, parents/guardians, employment applicants, employees and all unions or professional organizations holding collective bargaining or professional agreements with the district. All discrimination notices and information shall include the title, office address, telephone number and email address of the individual(s) designated as the Compliance Officer and Title IX Coordinator.

Reports of Title IX Sexual Harassment and Other Discrimination and Retaliation

The Board encourages students and third parties who believe they or others have been subject to **Title IX sexual harassment, other discrimination or retaliation** to promptly report such incidents to **the building principal**, even if some elements of the related incident took place or originated away from school grounds, school activities or school conveyances. **A person who is not an intended victim or target of discrimination but is adversely affected by the offensive conduct may file a report of discrimination.**

The student's parents/guardians or any other person with knowledge of conduct that may violate this policy is encouraged to immediately report the matter to the building principal.

A school employee who suspects or is notified that a student has been subject to conduct that constitutes a violation of this policy shall immediately report the incident to the building principal, as well as properly making any mandatory police or child protective services reports required by law.
[22]

If the building principal is the subject of a complaint, the student, third party or a reporting employee shall report the incident directly to the Title IX Coordinator.

The complainant or **the individual making the report may use the Discrimination/Sexual Harassment/Bullying/Hazing/Dating Violence/Retaliation Report Form attached to this policy for purposes of reporting an incident or incidents in writing**; however, **verbal reports of an incident or incidents** shall be accepted, documented and the procedures of this policy and the relevant attachments followed.

The building principal shall promptly notify the Title IX Coordinator of all reports of discrimination, Title IX sexual harassment or retaliation. The Title IX Coordinator shall promptly contact the complainant regarding the report to gather additional information as necessary, and to discuss the availability of supportive measures. The Title IX Coordinator shall consider the complainant's wishes with respect to supportive measures.

The Title IX Coordinator shall conduct an assessment to determine whether the reported circumstances are most appropriately addressed through the Discrimination Complaint Procedures prescribed in Attachment 2 to this policy, or if the reported circumstances meet the definition of Title IX sexual harassment and are most appropriately addressed through the Title IX Sexual Harassment Procedures and Grievance Process for Formal Complaints in Attachment 3, or other Board policies.

Disciplinary Procedures When Reports Allege Title IX Sexual Harassment

When a report alleges Title IX sexual harassment, disciplinary sanctions may not be imposed until the completion of the grievance process for formal complaints outlined in Attachment 3. The district shall presume that the respondent is not responsible for the alleged conduct until a determination has been made at the completion of the grievance process for formal complaints.[18][20][23][24]

When an emergency removal, as described in Attachment 3, is warranted to address an immediate threat to the physical health or safety of an individual, and it is not feasible to continue educational services remotely or in an alternative setting, the normal procedures for suspension and expulsion shall be conducted to accomplish the removal, including specific provisions to address a student with a disability where applicable.[18][19][20][23]

When an emergency removal is not required, disciplinary sanctions shall be considered in the course of the Title IX grievance process for formal complaints. Following the issuance of the written determination and any applicable appeal, any disciplinary action specified in the written determination or appeal decision shall be implemented in accordance with the

normal procedures for suspensions, expulsions or other disciplinary actions, including specific provisions to address a student with a disability where applicable.

Confidentiality

Confidentiality of all parties, witnesses, the allegations, the filing of a **report** and the investigation **related to any form of discrimination or retaliation, including Title IX sexual harassment**, shall be handled in accordance with **applicable law, regulations, this policy, the attachments** and the district's legal and investigative obligations.**[25][26][27][28][29]**

Retaliation

The Board prohibits retaliation by **the district** or any other person against any person for:**[28]**

1. **Reporting or making a formal complaint of any form of discrimination or retaliation, including Title IX sexual harassment.**
2. **Testifying, assisting, participating or refusing to participate** in a related investigation, **process or other proceeding** or hearing.
3. **Acting in opposition to** practices the person reasonably believes to be discriminatory.

The district, its employees and others are prohibited from intimidating, threatening, coercing, or discriminating against **anyone for actions described above. Individuals are encouraged to contact the Title IX Coordinator immediately if retaliation is believed to have occurred.**

Definitions

Complainant shall mean an individual who is alleged to be the victim.

Respondent shall mean an individual alleged to be the perpetrator of the discriminatory conduct.

Discrimination

Discrimination shall mean to treat individuals differently, or to harass or victimize based on a protected classification including race, color, age, creed, religion, sex, sexual orientation, ancestry, national origin, marital status, pregnancy, **or** handicap/disability.

Harassment is a form of discrimination based on the protected classifications listed in this policy consisting of unwelcome conduct such as graphic, written, electronic, verbal or nonverbal acts including offensive jokes, slurs, epithets and name-calling, ridicule or mockery, insults or put-downs, offensive objects or pictures, physical assaults or threats, intimidation, or other conduct that may be harmful or humiliating or interfere with a person's school or school-related performance when such conduct is:

1. Sufficiently severe, persistent or pervasive; and
2. A reasonable person in the complainant's position would find that it creates an intimidating, threatening or abusive educational environment such that it deprives or adversely interferes with or limits an individual or group of the ability to participate in or benefit from the services, activities or opportunities offered by a school.

Definitions Related to Title IX Sexual Harassment

Formal complaint shall mean a document filed by a complainant or signed by the Title IX Coordinator alleging Title IX sexual harassment and requesting that the district investigate the allegation under the grievance process for formal complaints. The authority for the Title IX Coordinator to sign a formal complaint does not make the Title IX Coordinator a party in the grievance process for formal complaints. The phrase "document

filed by a complainant” refers to a document or electronic submission that contains the complainant’s physical or digital signature, or otherwise indicates that the complainant is the person filing the formal complaint.[27][30]

Supportive measures shall mean nondisciplinary, nonpunitive individualized services offered as appropriate, as reasonably available, and without fee or charge to the complainant or the respondent before or after the filing of a formal complaint or where no formal complaint has been filed.[30]

Supportive measures shall be designed to restore or preserve equal access to the educational program or activity without unreasonably burdening the other party, including measures designed to protect the safety of all parties or the educational environment, or to deter sexual harassment. Supportive measures may include, but are not limited to:[30]

1. Counseling.
2. Extensions of deadlines or other course-related adjustments.
3. Modifications of work or class schedules.
4. Campus escort services.
5. Mutual restrictions on contact between the parties.
6. Changes in work or housing locations.
7. Leaves of absence.
8. Increased security.
9. Monitoring of certain areas of the campus.
10. Assistance from domestic violence or rape crisis programs.
11. Assistance from community health resources including counseling resources.

Supportive measures may also include assessments or evaluations to determine eligibility for special education or related services, or the need to review an Individualized Education Program (IEP) or Section 504 Service Agreement based on a student’s behavior. This could include, but is not limited to, a manifestation determination or functional behavioral assessment (FBA), in accordance with applicable law, regulations or Board policy.[17][18][23][24][31]

Title IX sexual harassment means conduct on the basis of sex that satisfies one or more of the following:[30]

1. A district employee conditioning the provision of an aid, benefit, or district service on an individual’s participation in unwelcome sexual conduct, commonly referred to as *quid pro quo sexual harassment*.
2. Unwelcome conduct determined by a reasonable person to be so severe, pervasive and objectively offensive that it effectively denies a person equal access to a district education program or activity.
3. Sexual assault, dating violence, domestic violence or stalking.

- a. **Dating violence** means violence committed by a person who is or has been in a social relationship of a romantic or intimate nature with the victim and where

the existence of such a relationship is determined by the following factors:[32]

- i. Length of relationship.
 - ii. Type of relationship.
 - iii. Frequency of interaction between the persons involved in the relationship.
- b. **Domestic violence** includes felony or misdemeanor crimes of violence committed by a current or former spouse or intimate partner of the victim, by a person with whom the victim shares a child in common, by a person who is cohabitating with or has cohabitated with the victim as a spouse or intimate partner, by a person similarly situated to a spouse of the victim under the domestic or family violence laws of the jurisdiction receiving federal funding, or by any other person against an adult or youth victim who is protected from that person's acts under the domestic or family violence laws of the jurisdiction.[32]
- c. **Sexual assault** means a sexual offense under state or federal law that is classified as a forcible or nonforcible sex offense under the uniform crime reporting system of the Federal Bureau of Investigation.[33]
- d. **Stalking**, under Title IX means stalking on the basis of sex, for example when the stalker desires to date a victim. Stalking means to engage in a course of conduct directed at a specific person that would cause a reasonable person to either:[32]

- i. Fear for their safety or the safety of others.
- ii. Suffer substantial emotional distress.

Such conduct must have taken place during a district education program or activity and against a person in the United States to qualify as sexual harassment under Title IX. An education program or activity includes the locations, events or circumstances over which the district exercises substantial control over both the respondent and the context in which the harassment occurs. Title IX applies to all of a district's education programs or activities, whether such programs or activities occur on-campus or off-campus.[26][27][30]

Delegation of Responsibility

In order to maintain a program of nondiscrimination practices that is in compliance with applicable laws and regulations, the Board designates the [34]

[The district may choose the same or different individuals to fulfill the roles of Compliance Officer and Title IX Coordinator. If designating one (1) individual to fulfill both responsibilities, select the first option and enter the appropriate position title. If designating two (2) individuals to fulfill the separate responsibilities, select the second option and enter the appropriate position titles.]

{XX} The Superintendent _____ as the district's Compliance Officer and Title IX Coordinator. The Compliance Officer/Title IX Coordinator can be contacted at:

Address: SWASD Superintendent 515 West Central Ave. South Williamsport PA 17702

Email: SWASD@swasd.org

Phone Number: 570-327-1581

{ } _____ as the district's Compliance Officer and
 _____ as the district's Title IX Coordinator.
 The Compliance Officer can be contacted at:

Address:

Email:

Phone Number:

The Title IX Coordinator can be contacted at:

Address:

Email:

Phone Number:

The Compliance Officer and Title IX Coordinator shall fulfill designated responsibilities to ensure adequate nondiscrimination procedures are in place, to recommend new procedures or modifications to procedures and to monitor the implementation of the district's nondiscrimination procedures in the following areas, **as appropriate**:

1. Curriculum and Materials - Review of curriculum guides, textbooks and supplemental materials for discriminatory bias.
2. Training - **Provide** training for students and staff to prevent, identify and alleviate problems of discrimination.
3. Resources - Maintain and provide information to staff on resources available to complainants in addition to the school complaint procedure **or Title IX procedures**, such as making reports to the police, and available **supportive measures such as** assistance from domestic violence or rape crisis programs and community health resources including counseling resources.
4. Student Access - Review of programs, activities and practices to ensure that all students have equal access and are not segregated except when permissible by law or regulation.
5. District Support - **Assure** that like aspects of the school programs **and activities** receive like support as to staffing and compensation, facilities, equipment, and related areas. **[35]**
6. Student Evaluation - Review of assessments, procedures, and guidance and counseling materials for stereotyping and discrimination.
7. **Reports/Formal** Complaints - Monitor and provide technical assistance to **individuals involved in managing informal reports and formal** complaints.

Guidelines

Title IX Sexual Harassment Training Requirements

The Compliance Officer and Title IX Coordinator, investigator(s), decision-maker(s), or any individual designated to facilitate an informal resolution process related to Title IX sexual harassment shall receive the following training, as required or appropriate to their specific role:

1. **Definition of sexual harassment.**
2. **Scope of the district's education program or activity, as it pertains to what is subject to Title IX regulations.**
3. **How to conduct an investigation and grievance process for formal complaints, including examination of evidence, drafting written determinations, handling appeals and informal resolution processes, as applicable.**
4. **How to serve impartially, including by avoiding prejudgment of the facts at issue, conflicts of interest and bias.**

5. **Use of relevant technology.**
6. **Issues of relevance including when questions and evidence about the complainant's sexual predisposition or prior sexual behavior are not relevant.**
7. **Issues of relevance, weight of evidence and application of standard of proof and drafting investigative reports that fairly summarize relevant evidence.**
8. **How to address complaints when the alleged conduct does not qualify as Title IX sexual harassment but could be addressed under another complaint process or Board policy.**

All training materials shall promote impartial investigations and adjudications of formal complaints of Title IX sexual harassment without relying on sex stereotypes.

All training materials shall be posted on the district's website.

Disciplinary Consequences

A student who is determined to be responsible for violation of this policy shall be subject to appropriate disciplinary action consistent with the Code of Student Conduct, which may include but is not limited to:[18][19][20]

1. { ~~XX~~ } **Loss of school privileges.**
2. { ~~XX~~ } **Permanent transfer to another school building, classroom or school bus.**
3. { ~~XX~~ } **Exclusion from school-sponsored activities.**
4. { ~~XX~~ } **Detention.**
5. { ~~XX~~ } **Suspension.**
6. { ~~XX~~ } **Expulsion.**
7. { ~~XX~~ } **Referral to law enforcement officials.**

An employee who violates this policy shall be subject to appropriate disciplinary action consistent with the applicable Board policy, collective bargaining agreement and individual contract, up to and including dismissal and/or referral to law enforcement officials.[21][36]

Reports of Discrimination

Any reports of discrimination that are reviewed by the Title IX Coordinator and do not meet the definition of Title IX sexual harassment but are based on race, color, age, creed, religion, sex, sexual orientation, ancestry, national origin, marital status, pregnancy or handicap/disability shall follow the Discrimination Complaint Procedures in Attachment 2 to this policy.

Reports of Title IX Sexual Harassment

Any reports deemed by the Title IX Coordinator to meet the definition of sexual harassment under Title IX shall follow the Title IX Sexual Harassment Procedures and Grievance Process for Formal Complaints in Attachment 3 to this policy.

PSBA Revision 7/20 © 2020 PSBA

2. 22 PA Code 12.4
3. 22 PA Code 15.1 et seq
4. 22 PA Code 4.4
5. 24 P.S. 1301
6. 24 P.S. 1310
7. 24 P.S. 1601-C et seq
8. 24 P.S. 5004
9. 43 P.S. 951 et seq
10. 20 U.S.C. 1681 et seq
11. 34 CFR Part 106
12. 29 U.S.C. 794
13. 42 U.S.C. 12101 et seq
14. 42 U.S.C. 1981 et seq
15. 42 U.S.C. 2000d et seq
16. U.S. Const. Amend. XIV, Equal Protection Clause
17. Pol. 103.1
18. Pol. 113.1
19. Pol. 218
20. Pol. 233
21. Pol. 317
22. Pol. 806
23. Pol. 113.2
24. Pol. 113.3
25. 20 U.S.C. 1232g
26. 34 CFR 106.44
27. 34 CFR 106.45
28. 34 CFR 106.71
29. 34 CFR Part 99
30. 34 CFR 106.30
31. Pol. 113
32. 34 U.S.C. 12291
33. 20 U.S.C. 1092
34. 34 CFR 106.8
35. Pol. 150
36. Pol. 317.1
- 18 Pa. C.S.A. 2709
- 20 U.S.C. 1400 et seq
- 28 CFR Part 41
- 28 CFR Part 35
- 34 CFR Part 100
- 34 CFR Part 104

34 CFR Part 110

U.S. Const. Amend. I

Bostock v. Clayton County, 590 U.S., 140 S. Ct. 1731 (2020)

Davis v. Monroe County Board of Education, 526 U.S. 629 (1999)

Franklin v. Gwinnett County Public Schools, 503 U.S. 60 (1992)

Gebser v. Lago Vista Independent School District, 524 U.S. 274 (1998)

Office for Civil Rights - Resources for Addressing Racial Harassment

Pol. 122

Pol. 123

Pol. 138

Pol. 216

Pol. 220

Pol. 247

Pol. 249

Pol. 251

Pol. 252

Pol. 320

Pol. 701

Pol. 815

Pol. 832



103-Attach 4 Confidentiality Letter.pdf (529 KB)



103-Attach 3 Title IX.pdf (571 KB)



103-Attach 2 Discrimination.pdf (413 KB)



103-Attach 1 Report Form.pdf (161 KB)



Book	Policy Manual
Section	100 Programs
Title	Discrimination/Title IX Sexual Harassment Affecting Staff
Code	104 Vol IV 2020
Status	First Reading

Authority

The Board declares it to be the policy of this district to provide to all persons equal access to all categories of employment in this district, regardless of race, color, age, creed, religion, sex, sexual orientation, ancestry, national origin, marital status, genetic information, pregnancy or handicap/disability. The district shall make reasonable accommodations for identified physical and mental impairments that constitute disabilities, consistent with the requirements of federal and state laws and regulations.[1][2][3][4][5][6][7][8][9][10][11][12]

The Board also declares it to be the policy of this district to comply with federal law and regulations under Title IX prohibiting sexual harassment, which is a form of unlawful discrimination on the basis of sex. Such discrimination shall be referred to throughout this policy as Title IX sexual harassment. Inquiries regarding the application of Title IX to the district may be referred to the Title IX Coordinator, to the Assistant Secretary for Civil Rights of the U.S. Department of Education, or both.

The Board directs that the foregoing statement of Board policy be included in each student and staff handbook, and that this policy and related attachments be posted to the district's website.

The Board requires a notice stating that the district does not discriminate in any manner, including Title IX sexual harassment, in any district education program or activity, to be issued to all students, parents/guardians, employment applicants, employees and all unions or professional organizations holding collective bargaining or professional agreements with the district. All discrimination notices and information shall include the title, office address, telephone number and email address of the individual(s) designated as the Compliance Officer and Title IX Coordinator.

Reports of Title IX Sexual Harassment and Other Discrimination and Retaliation

The Board encourages employees and third parties who believe they or others have been subject to Title IX sexual harassment, other discrimination or retaliation to promptly report such incidents to the building principal or building administrator. A person who is not an intended victim or target of discrimination but is adversely affected by the offensive conduct may file a report of discrimination.

If the building principal or building administrator is the subject of a complaint, the complainant or the individual making the report shall direct the report of the incident to the Title IX Coordinator.

The complainant or the individual making the report may use the **Discrimination/Sexual Harassment/Retaliation Report Form** attached to this policy for purposes of reporting an incident or incidents in writing; however, verbal reports of an incident or incidents shall be accepted, documented and the procedures of this policy and the relevant attachments followed.

The building principal or building administrator shall promptly notify the Title IX Coordinator of all reports of discrimination, Title IX sexual harassment or retaliation. The Title IX Coordinator shall promptly contact the complainant regarding the report to gather additional information as necessary, and to discuss the availability of supportive measures. The Title IX Coordinator shall consider the complainant's wishes with respect to supportive measures.

The Title IX Coordinator shall conduct an assessment to determine whether the reported circumstances are most appropriately addressed through the Discrimination Complaint Procedures prescribed in Attachment 2 to this policy, or if the reported circumstances meet the definition of Title IX sexual harassment and are most appropriately addressed through the Title IX Sexual Harassment Procedures and Grievance Process for Formal Complaints in Attachment 3, or other Board policies.

Disciplinary Procedures when Reports Allege Title IX Sexual Harassment

When a report alleges Title IX sexual harassment, disciplinary sanctions may not be imposed until the completion of the grievance process for formal complaints outlined in Attachment 3. The district shall presume that the respondent is not responsible for the alleged conduct until a determination has been made at the completion of the grievance process for formal complaints.

Administrative Leave –

When an employee, based on an individualized safety and risk analysis, poses an immediate threat to the health or safety of any student or other individual, the employee may be removed on an emergency basis.

An accused, nonstudent district employee may be placed on administrative leave during the pendency of the grievance process for formal complaints, consistent with all rights under Section 504 of the Rehabilitation Act and the Americans with Disabilities Act, and in accordance with state law and regulations, Board policy and an applicable collective bargaining agreement or individual contract.

Confidentiality

Confidentiality of all parties, witnesses, the allegations, the filing of a **report**, and the investigation **related to any form of discrimination or retaliation, including Title IX sexual harassment**, shall be handled in accordance with **applicable law, regulations**, this policy, **the attachments** and the district's legal and investigative obligations.**[13][14][15][16][17]**

Retaliation

The Board prohibits retaliation by **the district** or any other person against any person for:**[16]**

1. **Reporting or making a formal complaint of any form of discrimination or retaliation, including Title IX sexual harassment.**
2. **Testifying, assisting, participating or refusing to participate** in a related investigation, **process or other proceeding** or hearing.
3. **Acting in opposition to** practices the person reasonably believes to be discriminatory.

The district, its employees and others are prohibited from intimidating, threatening, coercing, or discriminating against anyone for actions described above. Individuals are encouraged to contact the Title IX Coordinator immediately if they believe retaliation has occurred.

Definitions

Complainant shall mean an individual who is alleged to be the victim.

Respondent shall mean an individual alleged to be the perpetrator of the discriminatory conduct.

Discrimination

Discrimination shall mean to treat individuals differently, or to harass or victimize based on a protected classification including race, color, age, creed, religion, sex, sexual orientation, genetic information, ancestry, national origin, marital status, pregnancy, or handicap/disability.

Harassment is a form of discrimination based on the protected classifications listed in this policy consisting of unwelcome conduct such as graphic, written, electronic, verbal or nonverbal acts including offensive jokes, slurs, epithets and name-calling, ridicule or mockery, insults or put-downs, offensive objects or pictures, physical assaults or threats, intimidation, or other conduct that may be harmful or humiliating or interfere with a person's school or school-related work performance, including when:[9]

1. Submission to such conduct is made explicitly or implicitly a term or condition of an employee's status; or
2. Submission to or rejection of such conduct is used as the basis for employment-related decisions affecting an employee; or
3. Such conduct is sufficiently severe, persistent or pervasive that a reasonable person in the complainant's position would find that it unreasonably interferes with the complainant's performance at work or otherwise creates an intimidating, hostile, or offensive working environment such that it alters the complainant's working conditions.

Definitions Related to Title IX Sexual Harassment

Formal complaint shall mean a document filed by a complainant or signed by the Title IX Coordinator alleging Title IX sexual harassment and requesting that the district investigate the allegation under the grievance process for formal complaints. The authority for the Title IX Coordinator to sign a formal complaint does not make the Title IX Coordinator a party in the grievance process for formal complaints. The phrase "document filed by a complainant" refers to a document or electronic submission that contains the complainant's physical or digital signature, or otherwise indicates that the complainant is the person filing the formal complaint.[15][18]

Supportive measures shall mean nondisciplinary, nonpunitive individualized services offered as appropriate, as reasonably available, and without fee or charge to the complainant or the respondent before or after the filing of a formal complaint or where no formal complaint has been filed.[18]

Supportive measures shall be designed to restore or preserve equal access to the educational program or activity without unreasonably burdening the other party, including measures designed to protect the safety of all parties or the educational environment, or to deter sexual harassment. Supportive measures may include, but are not limited to:[18]

1. **Counseling or Employee Assistance Program.**

2. **Extensions of deadlines or other course-related adjustments.**
3. **Modifications of work or class schedules.**
4. **Campus escort services.**
5. **Mutual restrictions on contact between the parties.**
6. **Changes in work locations.**
7. **Leaves of absence.**
8. **Increased security.**
9. **Monitoring of certain areas of the campus.**
10. **Assistance from domestic violence or rape crisis programs.**
11. **Assistance from community health resources including counseling resources.**

Title IX sexual harassment means conduct on the basis of sex that satisfies one or more of the following:[18]

1. **A district employee conditioning the provision of an aid, benefit, or district service on an individual's participation in unwelcome sexual conduct, commonly referred to as *quid pro quo sexual harassment*.**
2. **Unwelcome conduct determined by a reasonable person to be so severe, pervasive and objectively offensive that it effectively denies a person equal access to a district education program or activity.**
3. **Sexual assault, dating violence, domestic violence or stalking.**
 - a. ***Dating violence* means violence committed by a person who is or has been in a social relationship of a romantic or intimate nature with the victim and where the existence of such a relationship is determined by the following factors:[19]**
 - i. **Length of relationship.**
 - ii. **Type of relationship.**
 - iii. **Frequency of interaction between the persons involved in the relationship.**
 - b. ***Domestic violence* includes felony or misdemeanor crimes of violence committed by a current or former spouse or intimate partner of the victim, by a person with whom the victim shares a child in common, by a person who is cohabitating with or has cohabitated with the victim as a spouse or intimate partner, by a person similarly situated to a spouse of the victim under the domestic or family violence laws of the jurisdiction receiving federal funding, or by any other person against an adult or youth victim who is protected from that person's acts under the domestic or family violence laws of the jurisdiction.[19]**
 - c. ***Sexual assault* means a sexual offense under state or federal law that is classified as a forcible or nonforcible sex offense under the uniform crime reporting system of the Federal Bureau of Investigation.[20]**
 - d. ***Stalking*, under Title IX means stalking on the basis of sex, for example when the stalker desires to date a victim. Stalking means to engage in a course of conduct directed at a specific person that would cause a reasonable person to**

either:[19]

- i. Fear for their safety or the safety of others.
- ii. Suffer substantial emotional distress.

Such conduct must have taken place during a district education program or activity and against a person in the United States to qualify as sexual harassment under Title IX. An education program or activity includes the locations, events or circumstances over which the district exercises substantial control over both the respondent and the context in which the harassment occurs. Title IX applies to all of a district's education programs or activities, whether such programs or activities occur on-campus or off-campus.[14][15][18]

Delegation of Responsibility

In order to maintain a program of nondiscrimination practices that is in compliance with applicable laws and regulations, the Board designates the [21]

{ XX} SWASD Superintendent as the district's Compliance Officer and Title IX Coordinator. The Compliance Officer/Title IX Coordinator can be contacted at:

Address: 515 West Central Ave. South Williamsport PA 17702

Email: SWASD@swasd.org

Phone Number: 570-327-1581

{ } _____ as the district's Compliance Officer and
_____ as the district's Title IX Coordinator.

The Compliance Officer can be contacted at:

Address:

Email:

Phone Number:

The Title IX Coordinator can be contacted at:

Address:

Email:

Phone Number:

The Compliance Officer and Title IX Coordinator shall fulfill designated responsibilities to ensure adequate nondiscrimination procedures are in place, to recommend new procedures or modifications to procedures and to monitor the implementation of the district's nondiscrimination procedures in the following areas, as appropriate:

1. Review - Review of personnel practices and actions for discriminatory bias and compliance with laws against discrimination to include monitoring and recommending corrective measures when appropriate to written position qualifications, job descriptions and essential job functions; recruitment materials and practices; procedures for screening applicants; application and interviewing practices for hiring and promotions; district designed performance evaluations; review of planned employee demotions, non-renewal of contracts, and proposed employee disciplinary actions up to and including termination.
2. Training - **Provide** training for supervisors and staff to prevent, identify and alleviate problems of employment discrimination.
3. Resources - Maintain and provide information to staff on resources available to alleged victims in addition to the school complaint procedure or **Title IX procedures**, such as making reports to the police, and available **supportive measures such as** assistance from domestic violence

or rape crisis programs, and community health resources including counseling resources.

4. **Reports/Formal Complaints** - Monitor and provide technical assistance to **individuals involved in managing informal reports and formal complaints.**

Guidelines

Title IX Sexual Harassment Training Requirements

The Compliance Officer and Title IX Coordinator, investigator(s), decision-maker(s), or any individual designated to facilitate an informal resolution process related to Title IX sexual harassment shall receive the following training, as required or appropriate to their specific role:

1. **Definition of sexual harassment.**
2. **Scope of the district's education program or activity, as it pertains to what is subject to Title IX regulations.**
3. **How to conduct an investigation and grievance process for formal complaints, including examination of evidence, drafting written determinations, handling appeals and informal resolution processes, as applicable.**
4. **How to serve impartially, including by avoiding prejudgment of the facts at issue, conflicts of interest and bias.**
5. **Use of relevant technology.**
6. **Issues of relevance including when questions and evidence about the complainant's sexual predisposition or prior sexual behavior are not relevant.**
7. **Issues of relevance, weight of evidence and application of standard of proof and drafting investigative reports that fairly summarize relevant evidence.**
8. **How to address complaints when the alleged conduct does not qualify as Title IX sexual harassment but could be addressed under another complaint process or Board policy.**

All training materials shall promote impartial investigations and adjudications of formal complaints of Title IX sexual harassment without relying on sex stereotypes.

All training materials shall be posted on the district's website.

Disciplinary Consequences

An employee who violates this policy shall be subject to appropriate disciplinary action consistent with the applicable Board policy, collective bargaining agreement and individual contract, up to and including dismissal and/or referral to law enforcement officials.[22][23][24][25]

Reports of Discrimination

Any reports of discrimination that are reviewed by the Title IX Coordinator and do not meet the definition of Title IX sexual harassment but are based on race, color, age, creed, religion, sex, sexual orientation, ancestry, genetic information, national origin, marital status, pregnancy or handicap/disability shall follow the Discrimination Complaint Procedures in Attachment 2 to this policy.

Reports of Title IX Sexual Harassment

Any reports deemed by the Title IX Coordinator to meet the definition of sexual harassment under Title IX shall follow the Title IX Sexual Harassment Procedures and Grievance Process for Formal Complaints in Attachment 3 to this policy.

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Legal

1. 43 P.S. 336.3
2. 43 P.S. 951 et seq
3. 34 CFR Part 106
4. 20 U.S.C. 1681 et seq
5. 29 U.S.C. 206
6. 29 U.S.C. 621 et seq
7. 29 U.S.C. 794
8. 42 U.S.C. 1981 et seq
9. 42 U.S.C. 2000e et seq
10. 42 U.S.C. 2000ff et seq
11. 42 U.S.C. 12101 et seq
12. U.S. Const. Amend. XIV, Equal Protection Clause
13. 20 U.S.C. 1232g
14. 34 CFR 106.44
15. 34 CFR 106.45
16. 34 CFR 106.71
17. 34 CFR Part 99
18. 34 CFR 106.30
19. 34 U.S.C. 12291
20. 20 U.S.C. 1092
21. 34 CFR 106.8
22. Pol. 317
23. Pol. 317.1
24. Pol. 806
25. Pol. 824
- 16 PA Code 44.1 et seq
- 18 Pa. C.S.A. 2709
- 28 CFR 35.140
- 28 CFR Part 41
- 29 CFR Parts 1600-1691
- EEOC Enforcement Guidance on Harris v. Forklift Sys., Inc., November 9, 1993
- EEOC Enforcement Guidance on Vicarious Employer Liability for Unlawful Harassment by Supervisors, June 18, 1999
- EEOC Policy Guidance on Current Issues of Sexual Harassment, March 19, 1990
- Burlington Industries, Inc. v. Ellerth, 524 U.S. 742 (1998)
- Faragher v. City of Boca Raton, 524 U.S. 775 (1998)
- Pol. 320
- Pol. 815
- Pol. 832



104-Attach 1 Report Form.pdf (142 KB)



104-Attach 2 Discrimination.pdf (413 KB)



104-Attach 3 Title IX.pdf (564 KB)



Book	Policy Manual
Section	200 Pupils
Title	Hazing
Code	247 Vol IV 2020
Status	First Reading

Purpose

The purpose of this policy is to maintain a safe, positive environment for students and staff that is free from hazing. Hazing activities of any type are inconsistent with the educational goals of the district and are prohibited at all times.

Definitions

Hazing occurs when a person intentionally, knowingly or recklessly, for the purpose of initiating, admitting or affiliating a student with an organization, or for the purpose of continuing or enhancing membership or status in an organization, causes, coerces or forces a student to do any of the following:[1]

1. Violate federal or state criminal law.
2. Consume any food, liquid, alcoholic liquid, drug or other substance which subjects the student to a risk of emotional or physical harm.
3. Endure brutality of a physical nature, including whipping, beating, branding, calisthenics or exposure to the elements.
4. Endure brutality of a mental nature, including activity adversely affecting the mental health or dignity of the individual, sleep deprivation, exclusion from social contact or conduct that could result in extreme embarrassment.
5. Endure brutality of a sexual nature.
6. Endure any other activity that creates a reasonable likelihood of bodily injury to the student.

Aggravated hazing occurs when a person commits an act of hazing that results in serious bodily injury or death to the student and:[2]

1. The person acts with reckless indifference to the health and safety of the student; or
2. The person causes, coerces or forces the consumption of an alcoholic liquid or drug by the student.

Organizational hazing occurs when an organization intentionally, knowingly or recklessly promotes or facilitates hazing.[3][4]

Any activity, as described above, shall be deemed a violation of this policy regardless of whether:[5]

1. The consent of the student was sought or obtained, or
2. The conduct was sanctioned or approved by the school or organization.

Student activity or organization means any activity, society, corps, team, club or service, social or similar group, operating under the sanction of or recognized as an organization by the district, whose members are primarily students or alumni of the organization.[6][7]

For purposes of this policy, **bodily injury** shall mean impairment of physical condition or substantial pain.[8]

For purposes of this policy, **serious bodily injury** shall mean bodily injury which creates a substantial risk of death or which causes serious, permanent disfigurement, or protracted loss or impairment of the function of any bodily member or organ.[8]

Authority

The Board prohibits hazing in connection with any student activity or organization regardless of whether the conduct occurs on or off school property or outside of school hours.[4][5][7][9][10]

No student, parent/guardian, coach, sponsor, volunteer or district employee shall engage in, condone or ignore any form of hazing.

The Board encourages students who believe they, or others, have been subjected to hazing to promptly report such incidents to the building principal or designee.

Title IX Sexual Harassment and Other Discrimination

Every report of alleged hazing that can be interpreted at the outset to fall within the provisions of policies addressing potential violations of laws against discrimination shall be handled as a joint, concurrent investigation into all allegations and coordinated with the full participation of the Compliance Officer **and Title IX Coordinator**. If, in the course of a hazing investigation, potential issues of discrimination are identified, the **Title IX Coordinator** shall be promptly notified, and the investigation shall be conducted jointly and concurrently to address the issues of alleged discrimination as well as the incidents of alleged hazing.[11][12]

Delegation of Responsibility

Students, parents/guardians, coaches, sponsors, volunteers, and district employees shall be alert to incidents of hazing and shall report such conduct to the building principal or designee.

Guidelines

In addition to posting this policy on the district's publicly accessible website, the district shall inform students, parents/guardians, sponsors, volunteers and district employees of the district's policy prohibiting hazing, including district rules, penalties for violations of the policy, and the program established by the district for enforcement of the policy by means of [4].

{ ~~XX~~ } publication in handbooks

{ } presentation at an assembly

{ ~~XX~~ } verbal instructions by the coach or sponsor at the start of the season or program

{ } posting of notice/signs.

This policy, along with other applicable district policies, procedures and Codes of Conduct, shall be provided to all school athletic coaches and all sponsors and volunteers affiliated with a student activity or organization, prior to coaching an athletic activity or serving as a responsible adult supervising, advising, assisting or otherwise participating in a student activity or organization

together with a notice that they are expected to read and abide by the policies, procedures and Codes of Conduct.[7]

Complaint Procedure

A student who believes that **they have** been subject to hazing is encouraged to promptly report the incident to the building principal or designee.

Students are encouraged to use the district's report form, available from the building principal, or to put the complaint in writing; however, oral complaints shall be accepted and documented. The person accepting the complaint shall handle the report objectively, neutrally and professionally, setting aside personal biases that might favor or disfavor the student filing the complaint or those accused of a violation of this policy.

The Board directs that verbal and written complaints of hazing shall be provided to the building principal or designee, who shall promptly notify the Superintendent or designee of the allegations and determine who shall conduct the investigation. Allegations of hazing shall be investigated promptly, and appropriate corrective or preventative action be taken when allegations are substantiated. The Board directs that any complaint of hazing brought pursuant to this policy shall also be reviewed for conduct which may not be proven to be hazing under this policy but merits review and possible action under other Board policies.

Interim Measures/Police

Upon receipt of a complaint of hazing, the building principal or designee, in consultation with the Superintendent or designee, shall determine what, if any interim measures should be put in place to protect students from further hazing, bullying, discrimination or retaliatory conduct related to the alleged incident and report. Such interim measures may include, but not be limited to, the suspension of an adult who is involved, the separation of alleged victims and perpetrators, and the determination of what the complaining student needs or wants through questioning.

Those receiving the initial report and conducting or overseeing the investigation will assess whether the complaint, if proven, would constitute hazing, aggravated hazing or organizational hazing and shall report it to the police consistent with district practice and, as appropriate, consult with legal counsel about whether to report the matter to the police at every stage of the proceeding. The decision to report a matter to the police should not involve an analysis by district personnel of whether safe harbor provisions might apply to the person being reported, but information on the facts can be shared with the police in this regard.[13]

Referral to Law Enforcement and Safe Schools Reporting Requirements –

For purposes of reporting hazing incidents to law enforcement in accordance with Safe Schools Act reporting, the term **incident** shall mean an instance involving an act of violence; the possession of a weapon; the possession, use, or sale of a controlled substance or drug paraphernalia as defined in the Pennsylvania Controlled Substance, Drug, Device and Cosmetic Act; the possession, use, or sale of alcohol or tobacco; or conduct that constitutes an offense listed under the Safe Schools Act.[14][15][16]

The Superintendent or designee shall immediately report required incidents and may report discretionary incidents, as defined in the Safe Schools Act, committed by students on school property, at any school-sponsored activity or on a conveyance providing transportation to or from a school or school-sponsored activity to the local police department that has jurisdiction over the school's property, in accordance with state law and regulations, the procedures set forth in the memorandum of understanding with local law enforcement and Board policies.[14][15][17][18][19][20]

The Superintendent or designee shall notify the parent/guardian of any student directly involved in a defined incident as a victim or suspect immediately, as soon as practicable. The Superintendent or

designee shall inform the parent/guardian whether or not the local police department that has jurisdiction over the school property has been or may be notified of the incident. The Superintendent or designee shall document attempts made to reach the parent/guardian.[15][20][21]

In accordance with state law, the Superintendent shall annually, by July 31, report all new incidents to the Office for Safe Schools on the required form.[14][20]

Confidentiality

Confidentiality of all parties, witnesses, the allegations, the filing of a complaint and the investigation shall be handled in accordance with **applicable law, regulations**, this policy and the district's legal and investigative obligations.

Retaliation

Reprisal or retaliation relating to reports of hazing or participation in an investigation of allegations of hazing is prohibited and shall be subject to disciplinary action.

Consequences for Violations

Safe Harbor –

An individual needing medical attention or seeking medical attention for another shall not be subject to criminal prosecution if **the individual** complies with the requirements under law, subject to the limitations set forth in law.[13]

Students –

If the investigation results in a substantiated finding of hazing, the investigator shall recommend appropriate disciplinary action up to and including expulsion, as circumstances warrant, in accordance with the Code of Student Conduct. The student may also be subject to disciplinary action by the coach or sponsor, up to and including removal from the activity or organization. The fact of whether a student qualified for and received safe harbor under a criminal investigation shall be considered in assigning discipline.[4][7][13][22][23]

Nonstudent Violators/Organizational Hazing -

If the investigation results in a substantiated finding that a coach, sponsor, or volunteer affiliated with the student activity or organization engaged in, condoned or ignored any violation of this policy, **the coach, sponsor, or volunteer** shall be disciplined in accordance with Board policy and applicable laws and regulations. Discipline could include, but is not limited to, dismissal from the position as coach, sponsor, or volunteer, and/or dismissal from district employment.[24]

If an organization is found to have engaged in organizational hazing, it shall be subject to the imposition of fines and other appropriate penalties. Penalties may include rescission of permission for that organization to operate on school property or to otherwise operate under the sanction or recognition of the district.

Criminal Prosecution –

Any person or organization that causes or participates in hazing may also be subject to criminal prosecution.[4]

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Legal

1. 18 Pa. C.S.A. 2802
2. 18 Pa. C.S.A. 2803
3. 18 Pa. C.S.A. 2804
4. 18 Pa. C.S.A. 2808
5. 18 Pa. C.S.A. 2806
6. 18 Pa. C.S.A. 2801
7. 24 P.S. 511
8. 18 Pa. C.S.A. 2301
9. Pol. 122
10. Pol. 123
11. Pol. 103
12. Pol. 103.1
13. 18 Pa. C.S.A. 2810
14. 24 P.S. 1303-A
15. 22 PA Code 10.2
16. 35 P.S. 780-102
17. 24 P.S. 1302.1-A
18. 22 PA Code 10.21
19. 22 PA Code 10.22
20. Pol. 805.1
21. 22 PA Code 10.25
22. Pol. 218
23. Pol. 233
24. Pol. 317
- 18 Pa. C.S.A. 2801 et seq
- 22 PA Code 10.23
- Pol. 113.1
- Pol. 916



247-Attach 1 Report Form.pdf (161 KB)



Book	Policy Manual
Section	200 Pupils
Title	Bullying/Cyberbullying
Code	249 Vol IV 2020
Status	First Reading

Purpose

The Board is committed to providing a safe, positive learning environment for district students. The Board recognizes that bullying creates an atmosphere of fear and intimidation, detracts from the safe environment necessary for student learning, and may lead to more serious violence. Therefore, the Board prohibits bullying by district students.

Definitions

Bullying means an intentional electronic, written, verbal or physical act or series of acts directed at another student or students, which occurs in a school setting that is severe, persistent or pervasive and has the effect of doing any of the following:[1]

1. Substantially interfering with a student's education.
2. Creating a threatening environment.
3. Substantially disrupting the orderly operation of the school.

Bullying, as defined in this policy, includes cyberbullying.

School setting means in the school, on school grounds, in school vehicles, at a designated bus stop or at any activity sponsored, supervised or sanctioned by the school.[1]

Authority

The Board prohibits all forms of bullying by district students.[1]

The Board encourages students who believe they or others have been bullied to promptly report such incidents to the building principal or designee.

Students are encouraged to use the district's report form, available from the building principal, or to put the complaint in writing; however, oral complaints shall be accepted and documented. The person accepting the complaint shall handle the report objectively, neutrally and professionally, setting aside personal biases that might favor or disfavor the student filing the complaint or those accused of a violation of this policy.

The Board directs that verbal and written complaints of bullying shall be investigated promptly, and appropriate corrective or preventative action be taken when allegations are substantiated. The Board directs that any complaint of bullying brought pursuant to this policy shall also be reviewed for

conduct which may not be proven to be bullying under this policy but merits review and possible action under other Board policies.

Title IX Sexual Harassment and Other Discrimination

Every report of alleged bullying that can be interpreted at the outset to fall within the provisions of policies addressing potential violations of laws against discrimination shall be handled as a joint, concurrent investigation into all allegations and coordinated with the full participation of the Compliance Officer **and Title IX Coordinator**. If, in the course of a bullying investigation, potential issues of discrimination are identified, the **Title IX Coordinator** shall be promptly notified, and the investigation shall be conducted jointly and concurrently to address the issues of alleged discrimination as well as the incidents of alleged bullying.[2][3]

Confidentiality

Confidentiality of all parties, witnesses, the allegations, the filing of a complaint and the investigation shall be handled in accordance with **applicable law, regulations**, this policy and the district's legal and investigative obligations.

Retaliation

Reprisal or retaliation relating to reports of bullying or participation in an investigation of allegations of bullying is prohibited and shall be subject to disciplinary action.

Delegation of Responsibility

Each student shall be responsible to respect the rights of others and to ensure an atmosphere free from bullying.

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

The Superintendent or designee shall ensure that this policy and administrative regulations are reviewed annually with students.[1]

The Superintendent or designee, in cooperation with other appropriate administrators, shall review this policy every three (3) years and recommend necessary revisions to the Board.[1]

District administration shall annually provide the following information with the Safe School Report: [1]

1. Board's Bullying Policy.
2. Report of bullying incidents.
3. Information on the development and implementation of any bullying prevention, intervention or education programs.

Guidelines

The Code of Student Conduct, which shall contain this policy, shall be disseminated annually to students.[1][4][5]

This policy shall be accessible in every classroom. The policy shall be posted in a prominent location within each school building and on the district website.[1]

Education

The district may develop, implement and evaluate bullying prevention and intervention programs and activities. Programs and activities shall provide district staff and students with appropriate training for effectively responding to, intervening in and reporting incidents of bullying.[1][6][7][8]

Consequences for Violations

A student who violates this policy shall be subject to appropriate disciplinary action consistent with the Code of Student Conduct, which may include:[1][4][9]

1. Counseling within the school.
2. Parental conference.
3. Loss of school privileges.
4. Transfer to another school building, classroom or school bus.
5. Exclusion from school-sponsored activities.
6. Detention.
7. Suspension.
8. Expulsion.
9. Counseling/Therapy outside of school.
10. Referral to law enforcement officials.

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Legal

1. 24 P.S. 1303.1-A
2. Pol. 103
3. Pol. 103.1
4. Pol. 218
5. 22 PA Code 12.3
6. 20 U.S.C. 7118
7. 24 P.S. 1302-A
8. Pol. 236
9. Pol. 233
- Pol. 113.1



249-Attach 1 Report Form.pdf (161 KB)



Book	Policy Manual
Section	200 Pupils
Title	Dating Violence
Code	252 Vol IV 2020
Status	From PSBA

Purpose

The purpose of this policy is to maintain a safe, positive learning environment for all students that is free from dating violence. Dating violence is inconsistent with the educational goals of the district and is prohibited at all times.

Definitions

Dating Partner shall mean a person, regardless of gender, involved in an intimate relationship with another person, primarily characterized by the expectation of affectionate involvement, whether casual, serious or long-term.[1]

Dating Violence shall mean behavior where one person uses threats of, or actually uses, physical, sexual, verbal or emotional abuse to control the person's dating partner.[1]

Authority

The Board encourages students who have been subjected to dating violence to promptly report such incidents.

The district shall investigate promptly all complaints of dating violence and shall administer appropriate discipline to any student who violates this policy.[2]

Title IX Sexual Harassment and Other Discrimination

Every report of alleged dating violence that can be interpreted at the outset to fall within the provisions of policies addressing potential violations of laws against discrimination shall be handled as a joint, concurrent investigation into all allegations and coordinated with the full participation of the Compliance Officer and Title IX Coordinator. If, in the course of a dating violence investigation, potential issues of discrimination are identified, the Title IX Coordinator shall be promptly notified, and the investigation shall be conducted jointly and concurrently to address the issues of alleged discrimination as well as the incidents of alleged dating violence.[3][4]

Guidelines

Complaint Procedure

When a student believes that **they have** been subject to dating violence, the student is encouraged to promptly report the incident, orally or in writing, to the

{ } building principal.

{ } guidance counselor.

{ } classroom teacher.

The building principal shall conduct a timely, impartial, and comprehensive investigation of the alleged dating violence.

The building principal shall prepare a written report summarizing the investigation and recommending disposition of the complaint. The complainant and the accused shall be informed of the outcome of the investigation.[1]

If the investigation results in a substantiated finding of dating violence, the building principal shall recommend appropriate disciplinary action, as circumstances warrant, in accordance with the Code of Student Conduct.[1][2]

The district shall document the corrective action taken and, where not prohibited by law, inform the complainant.

This policy on dating violence shall be:[1]

1. Published in the Code of Student Conduct.
2. Published in the Student Handbook.
3. Made available on the district's website, if available.
4. Provided to parents/guardians.

Dating Violence Training

The district may provide dating violence training to guidance counselors, nurses, and mental health staff at the high school as deemed necessary. At the discretion of the Superintendent, parents/guardians and other staff may also receive training on dating violence.[1]

Dating Violence Education

The district may incorporate age-appropriate dating violence education into the annual health curriculum framework for students in grades nine through twelve. The district shall consult with at least one (1) local domestic violence program or rape crisis program when developing the educational program.[1][5]

A parent/guardian of a student under the age of eighteen (18) shall be permitted to examine the instructional materials for the dating violence education program.[1][6]

At the request of the parent/guardian, the student may be excused from all or part of the dating violence education program.[1][7]

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Legal

1. 24 P.S. 1553
2. Pol. 218
3. Pol. 103
4. Pol. 103.1
5. 71 P.S. 611.13
6. Pol. 105.1
7. Pol. 105.2
- 22 PA Code 12.12
- 20 U.S.C. 1232g



252-Attach 1 Report Form.pdf (161 KB)



Book	Policy Manual
Section	300 Employees
Title	Educator Misconduct
Code	317.1 Vol IV 2020
Status	First Reading

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 nonrenewal 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 indicted for, 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).[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 the 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]

Title IX Sexual Harassment and Other Discrimination

Whenever the allegations underlying a report of educator misconduct include conduct that appears to constitute harassment or other discrimination, including Title IX sexual harassment, subject to policies and procedures specific to such conduct, the Title IX Coordinator shall be promptly notified and shall respond to such allegations as provided in the applicable Board policies. Whenever an investigation by the district of educator misconduct reveals indications of conduct by any person that appears to constitute harassment or other discrimination, including Title IX sexual harassment, the Title IX Coordinator shall be promptly notified and shall respond to such allegations as provided in policies specific to such discrimination. To the extent feasible, investigations pursuant to discrimination policies shall be conducted jointly with investigations by the district of educator misconduct.[11][12]

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 **under the Educator Discipline Act** shall remain confidential unless or until public discipline is imposed.[13]

Immunity

Any person who, in good faith, files a complaint or report, or who provides information or cooperates with the Pennsylvania Department of Education or Professional Standards and Practices Commission in an investigation or proceeding shall be immune from civil liability. The district also is immune from civil liability for the disclosure of information about the professional conduct of a former or current employee to a prospective employer of that employee.[14]

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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. Pol. 103
12. Pol. 104
13. 24 P.S. 2070.17b
14. 24 P.S. 2070.17a
- 23 Pa. C.S.A. 6301 et seq
- 24 P.S. 2070.1a et seq



Book	Policy Manual
Section	800 Operations
Title	Maintaining Professional Adult/Student Boundaries
Code	824 Vol IV 2020
Status	First Reading

Authority

This policy applies to district employees, volunteers, student teachers, and independent contractors and their employees who interact with students or are present on school grounds. For purposes of this policy, such individuals are referred to collectively as **adults**. The term **adults** as used in this policy, does not include district students who perform services on a volunteer or compensated basis.

All adults shall be expected to maintain professional, moral and ethical relationships with district students that are conducive to an effective, safe learning environment. This policy addresses a range of behaviors that include not only obviously unlawful or improper interactions with students, but also precursor grooming and other boundary-blurring behaviors that can lead to more egregious misconduct.

The Board directs that all adults shall be informed of conduct that is prohibited and the disciplinary actions that may be applied for violation of Board policies, administrative regulations, rules and procedures.[1]

This policy is not intended to interfere with appropriate pre-existing personal relationships between adults and students and their families that exist independently of the district or to interfere with participation in civic, religious or other outside organizations that include district students.

Definition

For purposes of this policy, **legitimate educational reasons** include matters or communications related to teaching, counseling, athletics, extracurricular activities, treatment of a student's physical injury or other medical needs, school administration or other purposes within the scope of the adult's **assigned** job duties.

Delegation of Responsibility

The Superintendent or designee shall annually inform students, parents/guardians, and all adults regarding the contents of this Board policy through employee and student handbooks, posting on the district website, and by other appropriate methods.

The building principal or designee shall be available to answer questions about behaviors or activities that may violate professional boundaries as defined in this policy.

Independent contractors doing business with the district shall ensure that their employees who have interaction with students or are present on school grounds are informed of the provisions of this policy.[2]

Guidelines

Adults shall establish and maintain appropriate personal boundaries with students and not engage in any behavior that is prohibited by this policy or that creates the appearance of prohibited behavior.

Prohibited Conduct

Romantic or Sexual Relationships -

Adults shall be prohibited from dating, courting, or entering into or attempting to form a romantic or sexual relationship with any student enrolled in the district, regardless of the student's age. Students of any age are not legally capable of consenting to romantic or sexual interactions with adults.[3][4]

Prohibited romantic or sexual interaction involving students includes, but is not limited to:

1. Sexual physical contact.
2. Romantic flirtation, propositions, or sexual remarks.
3. Sexual slurs, leering, epithets, sexual or derogatory comments.
4. Personal comments about a student's body.
5. Sexual jokes, notes, stories, drawings, gestures or pictures.
6. Spreading sexual or romantic rumors.
7. Touching a student's body or clothes in a sexual or intimate way.
8. Accepting massages, or offering or giving massages other than in the course of injury care administered by an athletic trainer, coach, or health care provider.
9. Restricting a student's freedom of movement in a sexually intimidating or provocative manner.
10. Displaying or transmitting sexual objects, pictures, or depictions.

Social Interactions -

In order to maintain professional boundaries, adults shall ensure that their interactions with students are appropriate.

Examples of prohibited conduct that violates professional boundaries include, but are not limited to:

1. Disclosing personal, sexual, family, employment concerns or other private matters to one or more students.
2. Exchanging notes, emails or other communications of a personal nature with a student.
3. Giving personal gifts, cards or letters to a student without written approval from the building principal.
4. Touching students without a legitimate educational reason. (Reasons could include the need for assistance when injured, a kindergartner having a toileting accident and requiring assistance, appropriate coaching instruction, or appropriate music instruction).
5. Singling out a particular student or students for personal attention or friendship beyond the ordinary professional adult-student relationship.
6. Taking a student out of class without a legitimate educational reason.

7. Being alone with a student behind closed doors without a legitimate educational reason.
8. Initiating or extending contact with a student beyond the school day or outside of class times without a legitimate educational reason.
9. Sending or accompanying a student on personal errands.
10. Inviting a student to the adult's home without prior approval from the building principal.
11. Going to a student's home without a legitimate educational reason.
12. Taking a student on outings without prior notification to and approval from both the parent/guardian and the building principal.
13. Giving a student a ride alone in a vehicle in a nonemergency situation without prior notification to and approval from both the parent/guardian and the building principal.
14. Addressing students or permitting students to address adults with personalized terms of endearment, pet names, or otherwise in an overly familiar manner.
15. Telling a student personal secrets or sharing personal secrets with a student.
16. For adults who are not guidance/counseling staff, psychologists, social workers or other adults with designated responsibilities to counsel students, encouraging students to confide their personal or family problems and/or relationships. If a student initiates such discussions, the student should be referred to the appropriate school resource.
17. Furnishing alcohol, drugs or tobacco to a student or being present where any student is consuming these substances.
18. Engaging in harassing or discriminatory conduct prohibited by other district policies or by state or federal law and regulations.[5][6]

Electronic Communications -

For purposes of this policy, **electronic communication** shall mean a communication transmitted by means of an electronic device including, but not limited to, a telephone, cellular telephone, computer, computer network, personal data assistant or pager. Electronic communications include, but are not limited to, emails, instant messages and communications made by means of an Internet website, including social media and other networking websites.

As with other forms of communication, when communicating electronically, adults shall maintain professional boundaries with students.

Electronic communication with students shall be for legitimate educational reasons only.

When available, district-provided email or other district-provided communication devices **or platforms** shall be used when communicating electronically with students. The use of district-provided email or other district-provided communication devices **or platforms** shall be in accordance with district policies and procedures.[7]

All electronic communications from coaches and advisors to team or club members shall be sent in a single communication to all participating team or club members, except for communications concerning an individual student's medical or academic privacy matters, in which case the communications will be copied to the building principal. In the case of sports teams under the direction of the Athletic Director, such medical or academic communications shall also be copied to the Athletic Director.

Adults shall not follow or accept requests for current students to be friends or connections on personal social networking sites and shall not create any networking site for communication with

students other than those provided by the district for this purpose, without the prior written approval of the building principal.

Exceptions

An emergency situation or a legitimate educational reason may justify deviation from **the rules regarding communication or methods for maintaining** professional boundaries set out in this policy. The adult shall be prepared to articulate the reason for any deviation from the requirements of this policy and must demonstrate that s/he has maintained an appropriate relationship with the student.

Under no circumstance will an educational or other reason justify deviation from the "Romantic and Sexual Relationships" section of this policy.

There will be circumstances where personal relationships develop between an adult and a student's family, e.g. when their children become friends. This policy is not intended to interfere with such relationships or to limit activities that are normally consistent with such relationships. Adults are strongly encouraged to maintain professional boundaries appropriate to the nature of the activity.

It is understood that many adults are involved in various other roles in the community through nondistrict-related civic, religious, athletic, scouting or other organizations and programs whose participants may include district students. Such community involvement is commendable, and this policy is not intended to interfere with or restrict an adult's ability to serve in those roles; however, adults are strongly encouraged to maintain professional boundaries appropriate to the nature of the activity with regard to all youth with whom they interact in the course of their community involvement.

Reporting Inappropriate or Suspicious Conduct

Any person, including a student, who has concerns about or is uncomfortable with a relationship or interaction between an adult and a student, shall **promptly** notify the **building** principal or **Title IX Coordinator. Reports may be made using the Discrimination/Sexual Harassment/Bullying/Hazing/Dating Violence/Retaliation Report Form or by making a general report verbally or in writing. Upon receipt of a report, school staff shall promptly notify the building principal.**[5][8]

All district employees, independent contractors and volunteers who have reasonable cause to suspect that a child is the victim of child abuse, shall immediately report the suspected abuse, in accordance with applicable law, regulations and Board policy.[9][10]

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, **Title IX Coordinator** and his/her immediate supervisor, **promptly, but not later than** fifteen (15) days **following** discovery of such misconduct.[5][8][11][12]

If the Superintendent or designee reasonably suspects that conduct being reported involves an incident required to be reported under the Child Protective Services Law, the Educator Discipline Act or the Safe Schools Act, the Superintendent or designee shall make a report, in accordance with applicable law, regulations and Board policy.[9][10][11][12][13][14][15][16][17][18]

It is a violation of **Board** policy to retaliate against any person for reporting any action pursuant to this policy or for participating as a witness in any related investigation or hearing.[5][8]

Investigation

The Title IX Coordinator shall promptly assess and address allegations of inappropriate conduct in accordance with the procedures for **reports of discrimination or Title IX sexual harassment.**[5][8]

It is understood that some reports made pursuant to this policy will be based on rumors or misunderstandings; the mere fact that the reported adult is cleared of any wrongdoing shall not result in disciplinary action against the **person making the report** or any witnesses. If as the result of an investigation any individual, including the reported adult, the **person making the report**, or a witness is found to have **knowingly** provided false information in making the report or during the investigation or hearings related to the report, or if any individual intentionally obstructs the investigation or hearings, this may be addressed as a violation of this policy and other applicable laws, regulations and **Board** policies. **Obstruction** includes, but is not limited to, violation of "no contact" orders given to the reported adult, attempting to alter or influence witness testimony, and destruction of or hiding evidence.[5][8][12][19][20][21][22]

Disciplinary Action

A district employee who violates this policy may be subject to disciplinary action, up to and including termination, in accordance with all applicable district disciplinary policies and procedures.[8][12][19]

A volunteer, student teacher, or independent contractor or an employee of an independent contractor who violates this policy may be prohibited from working or serving in district schools for an appropriate period of time or permanently, as determined by the Superintendent or designee.

Training

The district shall provide training with respect to the provisions of this policy to current and new district employees, volunteers and student teachers subject to this policy.

The district, at its sole discretion, may require independent contractors and their employees who interact with students or are present on school grounds to receive training on this policy and related procedures.

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Legal

1. 24 P.S. 510
2. Pol. 818
3. 18 Pa. C.S.A. 3124.2
4. 24 P.S. 2070.9f
5. Pol. 103
6. Pol. 103.1
7. Pol. 815
8. Pol. 104
9. 23 Pa. C.S.A. 6311
10. Pol. 806
11. 24 P.S. 2070.9a
12. Pol. 317.1
13. 22 PA Code 10.2
14. 22 PA Code 10.21
15. 22 PA Code 10.22
16. 24 P.S. 1302.1-A
17. 24 P.S. 1303-A
18. Pol. 805.1
19. Pol. 317
20. Pol. 113.1
21. Pol. 218
22. Pol. 233
- 24 P.S. 2070.1a et seq
- 22 PA Code 235.1 et seq
- 23 Pa. C.S.A. 6301 et seq



Book	Policy Manual
Section	200 Pupils
Title	Copy of Promotion and Retention
Code	215
Status	Review
Adopted	February 3, 2003
Last Reviewed	July 29, 2020

Purpose

The Board recognizes that the emotional, social, physical and educational development of students will vary and that students should be placed in the educational setting most appropriate to their needs. The district will establish and maintain high standards for each grade and monitor student achievement in a continuous and systematic manner.

Authority

The Board establishes that each student shall be moved forward in a continuous pattern of achievement and development that corresponds with the student's development, the system of grade levels, and attainment of the academic standards established for each grade.[1][3][7]

A student shall be promoted when s/he has successfully completed the curriculum requirements and has achieved the academic standards established for the present level, based on the professional judgment of the teachers and the results of assessments. A student shall earn the right to advance to the next grade by demonstrating mastery of the required skills and knowledge.[3][4]

Delegation of Responsibility

The Superintendent or designee shall develop procedures for promotion and retention of students which assure that every effort will be made to remediate the student's difficulties before the student is retained.[5][6]

The recommendation of the classroom teacher shall be required for promotion or retention of a student.[3]

The building principal shall be assigned the final responsibility for determining the promotion or retention of each student. Final determination will be conveyed in writing to the parent / guardian citing:

- Summary of reasons that retention is requested by the parent or recommended by the administration
- Students academic performance
- Recommendation of classroom teacher(s) citing work habits, behavior, attention to task, and other factors deemed appropriate.

Summary of any disciplinary actions (minor or major)
Standardized assessment results
Other relevant information

Guidelines

In all cases of retention, the parents shall be fully involved and informed throughout the process. Parents and students shall be informed of the possibility of retention of a student well in advance.

Academic achievement, attitude, effort, work habits, behavior, attendance and other factors related to learning shall be evaluated regularly and communicated to students and parents.

The district shall utilize multiple measures of academic performance as determinants in promotion and retention decisions.

Progress toward high school graduation shall be based on the student's ability to achieve the established academic standards and pass the required subjects and electives necessary to earn the number of credits mandated by the Board for graduation.

Legal

1. 24 P.S. 1531
3. 24 P.S. 1532
4. Pol. 213
5. 22 PA Code 4.12
6. 22 PA Code 4.13
7. 22 PA Code 4.42

July 29, 2020

Re: Requested Review of Policy 215

Members of the Board,

As requested, I am presenting my review and recommendations for Policy 215 – Promotion and Retention.

PSBA Policy Services

This services relies on the legal advice and research of PSBA to develop and revise policies for school districts. For convenience and consistency, their service is widely used across Pennsylvania. Using a meta search I reviewed over 50 different Promotion and Retention policies from districts including: Sayre, Scranton, Milton, Troy, Hamburg, East Lycoming, Athens, York Suburban, and Upper Darby. I was careful to review regional, and non-regional rural, suburban, and urban schools. Policies were largely identical to the PSBA model policy as is ours. Some had minor language differences but did not change substance of decision making process. Based on this review, our current policy represents standard practice among school districts.

Literature Review:

There is considerable research on retention and more recently on, "Academic Redshirting", a term used for delaying entry to kindergarten. For topics like this where there is a long history of research, I rely on practitioner-focused meta-analysis. The article I used in this case was published in a peer reviewed educational journal in 2011 and makes the following recommendations of administrators when making decisions on retention:

- Inform parents of options and potential impacts of the decision to retain / redshirt,
- Rely on multiple indicators for informing the final decision,
- Be cognizant of the long-term effects on students of minority groups and low socio-economic backgrounds,
- Exhaust all interventions before recommending retention.

These recommendations are consistent with what is currently in Policy 215.

Rethinking Grade Retention and Academic Redshirting: Helping School Administrators Make Sense of What Works. Range, Bret; Dougan, Kelli; Pijanowski, John. International Journal of Educational Leadership Preparation, v6 n2 Apr-Jun 2011.

Recommendations:

After considering this information, it is my recommendation that the policy be revised to include explicit guidance for a written response to parents. This specificity will help to create consistency in responses to families from different principles and over time. Furthermore, although this research is standard content in administrative leadership programs, all of us can benefit from a review of new and current information. I will ensure that the leadership team reviews the article referenced above.

Respectfully,
Dr. Mark Stamm
Superintendent