

Saucon Valley School District

Academic and Personnel Committee

November 1, 2023 – 5 pm
District Office Conference Room

Welcome to the meeting of the Academic and Personnel Committee. Our objective is to serve the students, parents, and residents of our community. You are an important part of this meeting and we look forward to your questions and comments.

We are all here for the same reason. All opinions are welcomed and equally valuable. Our only request is that we address each other with civility and respect. Our courtesy toward each other is the best way to show our students how much we respect them as well.

Committee Members - Susan Baxter, Cedric Dettmar, Tracy Magnotta, Shamim Pakzad

Committee Agenda

- I. Call to the Order – Tracy Magnotta, Committee Chair**
- II. Pledge of Allegiance**
- III. Recording of Attendance – Tracy Magnotta, Committee Chair**
- IV. Motion to Approve Agenda**
- V. Approval of Minutes – October 4, 2023**
- VI. Courtesy of the Floor to Visitors – Agenda Items Only – Visitors should state their name and address**
- VII. Discussion & Action: High School Yearbook Agreements**
- VIII. Discussion & Action: Policies –**
 - Policy 006 – Local Board Procedures
 - Policy 251 - Students Experiencing Homelessness, Foster Care, and Other Educational Instability
 - Policy 216.1 – Supplemental Discipline Records
- IX. New Business**
- X. Old Business**
- XI. Citizens' Inquiries and Comments – Visitors should state their name and address.**
- XII. Announcements**
 - Future Meetings ~**
Wednesday, December 6, 2023 – 5:00 PM
- XIII. Motion to Adjourn Meeting**

The Saucon Valley School District does not discriminate on the basis of race, color, national origin, age, sex, or handicap.

Saucon Valley School District
Academic and Personnel Committee
Minutes of October 4, 2023

Present were Academic and Personnel Committee Board Members Susan Baxter, Cedric Dettmar, Tracy Magnotta, and Dr. Shamim Pakzad. Also present were Superintendent Jaime Vlasaty, David Bonenberger, Business Manager, and Robert Frey, Director of Student and Community Relations.

The meeting was called to order at 5:06 pm

Approve agenda motion by Tracy Magnotta, seconded by Cedric Dettmar. Vote: 3-yes, 0-no, 1-absent (Baxter)

Approve minutes motion by Dr. Shamim Pakzad, seconded by Tracy Magnotta. Vote: 3-yes, 0-no, 1-absent (Baxter)

Susan Baxter arrived at 5:07 p.m.

Courtesy of the floor: None

Update: Personnel – Mrs. Vlasaty updated the committee on personnel in the district.

Tracy Magnotta left the meeting.

Update: Middle School Schedule – Dr. Nikolov and Mr. Sakelarides gave a review of the changes to the middle school schedule.

Update: After-School Programming – Mrs. Vlasaty updated the committee regarding the status of the ACE program. The elementary school is covered, and there has been interest from the middle & high school for the Academic Discovery positions. The Scholar/Athlete support monitors are covered.

Discussion & Action: Support Substitute Staff Rates:

Current hourly rates:

Secretarial - \$9.99

Paraprofessional - \$9.99

Food Services - \$9.80

Maintenance - \$11.79

Custodian - \$18.00

Proposed new rates:

Secretarial - \$18.00

Instructional Paraprofessional - \$18.00

Food Services - \$15.00

Maintenance - \$18.00

Custodian - \$18.00

Staff Nurse - \$27.85

Non-instructional Paraprofessional - \$18.00

Dr. Shamim Pakzad, seconded by Susan Baxter, moved to send this item to the Board for approval. Vote: 3-yes, 0-no, 1-absent (Magnotta)

New Business- None

Old Business- None

Citizen Inquiries and Comments: None

Future Meetings: November 1, 2023

Dr. Shamim Pakzad, seconded by Susan Baxter, moved to adjourn the meeting.

Vote: 3-yes, 0-no, 1-absent (Magnotta)

7:00 pm

PRINTING AGREEMENT

Year(s) Covered: ☒ 2024 ☐ 2025 ☐ 2026 ☐ 2027 ☐ 2028
☐ New ☒ Renewal

Date: 10/21/2022

Subject to the terms hereof, the Customer (school) named below hereby engages Hercules Achievement, Inc. ("Company") and Company agrees, to print and bind the specified publication during the Years Covered (specified above).

School Name: Saucon Valley Sr High School

Address: 2100 POLK VALLEY RD
City/State/Zip: HELLERTOWN, PA 18055-2406
Job Number: 16880
Title/Publication:
Current Enrollment: 700

Specifications

Program: 800 All Color
Trim Size: 8 1/2 X 11
Pages: 260
Copies: 300
Submission Method: Web (eDesign)
Cover: Litho
Gloss Lamination (Four-Color Litho)

Correspond With

Name : Robert Frey
Title: Yearbook Coordinator
Address: 2100 Polk Valley Rd
City/State/Zip: Hellertown, PA 18055-2406
Phone Number:
Fax Number:
Email: robert.frey@svpanthers.org

Binding: Rounded & Backed

Endsheet: Four-Color Litho Different Front and Back
Vibracolor

Paper: 80# Gloss

Proofs: Self Proof (eDesign)

Send Invoice To

Name : Robert Frey
Title: Yearbook Coordinator
Address: 2100 Polk Valley Rd
City/State/Zip: Hellertown, PA 18055-2406
Phone Number:
Tax Exemption Number:
Pre-Payment Option Desired: ☐ Yes ☒ No

Base Price: \$18,750.00

Printing Agreement Total: \$18,750.00

Shipping Information

Requested Book Ship Date: May 04, 2024
Ship Book To : Robert Frey
Requested Kit Ship Date: November 04, 2023
Ship Kit To : Robert Frey

This agreement is subject to the terms shown on the reverse side and is binding on Company and the Customer for the Years Covered, subject to such terms.

Robert Frey

Yearbook Coordinator

YEARBOOK PLANT USE

Customer Number

Date Received

Kara Sterner

Representing Company

Terms and Conditions of This Yearbook Printing Agreement

This **Yearbook Printing Agreement** will be governed by Texas law. The "Years Covered" by this **Yearbook Printing Agreement** are shown at the top of the facing page. The Base Specifications on the facing page apply to the publication for the first Year Covered and shall likewise apply to each Book(s) for each subsequent Year Covered, as applicable, unless modified specifications for subsequent years are agreed in writing ("Modified Base Specifications"). Modified Base Specifications shall be conclusively authorized by **Customer** when signed only by an Authorized School Representative named on the facing page (or his or her successor). Base Specifications (or any Modified Base Specifications) shall only become final and binding upon **Hercules Achievement, Inc. ("Company")** upon written acceptance by the **Company** printing facility of such specifications (including price). **Company** printing facility will determine shipment date upon confirmation of specifications for a Year Covered. For each Year Covered after the first year, the deadline for submission of Modified Specifications is October 1 of the prior school year. If **Customer** has not provided signed Modified Specifications by such date, the Base Specifications on the facing page shall apply to such Year Covered and **Company** shall print the Book(s) for such year on such basis. **Customer** agrees to prepare all copy in strict accordance with instructions and materials furnished by **Company**.

If this **Yearbook Printing Agreement** covers more than one (1) year, then, **Company** shall provide to **Customer** fifteen (15) additional copies of each year's Book free of charge for the term of the **Yearbook Printing Agreement**. If this **Yearbook Printing Agreement** covers more than one (1) year, the **Customer** acknowledges that **Company** is relying upon the **Customer's** commitment herein for the following: To purchase supplies of paper, ink, and cover manufacturing materials; To determine staffing levels based upon expected production demands and timelines, given known capacities; To make financial investments in its programs, processes and technology improvements.

Company will not be liable for losses or delays as a result of strikes, accidents, acts of God, government restrictions, or any other cause beyond its control and such delays shall not constitute a breach of contract.

Ship Date will be maintained as specified herein, provided that the Submission Deadlines approved and/or published by **Company** have been met as specified. **Ship Date** for subsequent years covered will remain in same week, adjusted for calendar date shift. All Shipments are F.O.B. the printing facility, including extra copies should they be available.

For each year covered, **Customer** agrees to pay a first deposit equal to 40% of the total contract price at the time of the first copy deadline, and a second deposit equal to 50% of the total contract price at the time of the final copy deadline, bringing the total deposits to 90% of the contract price. All final invoices will be issued upon shipment of the books and are due upon receipt of the invoice. A service charge of 1.5% per month (18% annual percentage rate) will be applied on all unpaid balances after 90 days.

Customer represents and warrants that it has all necessary rights to any materials provided to **Company** for inclusion in **Customer's** Book(s). **Customer** will not provide any materials to **Company** which are or may be in violation of any right or any third party, including copyright. **Company** does not knowingly intend to print any material which is in violation of any copyright or proprietary rights, or is tortuous or illegal. **Company** reserves the right to refuse to print or otherwise prepare for publication any material which, in its sole discretion, could result in legal liability, and such refusal shall not constitute a breach of contract. To the extent permitted by the laws of the state in which **Customer** is located (as identified herein), **Customer** agrees to indemnify, defend, and hold harmless **Company** and its agents or employees in connection with claims, suits, damages, losses, liabilities, costs and expenses, including attorney's fees resulting from or arising out of printing of any material submitted to **Company** by **Customer** or its representative.

Customer acknowledges and agrees that **Company** may use reproduction, samples or copies of **Customer's** Book(s) for educational, recognition, marketing or other promotional purposes without compensation to **Customer**. Any future sales of the Book(s) or other uses of the Book(s) may be made by **Company** in its sole discretion and without any compensation to **Customer**.

If **Customer** elects to use **Company's** proprietary computer software (eDesign) to submit copy for the Book(s) to **Company** (the "eDesign System"), then **Customer** agrees as follows:

- a) **Company** will provide **Customer** the eDesign System User Subscription Agreement and Privacy Agreement (the "eDesign Agreements");
- b) **Customer's** acceptance of the eDesign Agreements creates a binding contract;
- c) any violation of the terms of the eDesign Agreements by **Customer** will constitute a default by **Customer** of the terms of this **Yearbook Printing Agreement**.

This **Yearbook Printing Agreement** and any amendments may be executed in one or more counterparts, all of which constitute one and the same instrument. Any such counterpart signature may be delivered by means of an application on a mobile device, attachment to electronic mail or other lawful electronic means and shall be treated in all respects as an original executed counterpart and shall have the same binding legal effect as if it were the original signed and delivered in person.

Initial below:

Yearbook Specialist

Yearbook Coordinator

PRINTING AGREEMENT

Year(s) Covered: ☒ 2024 ☐ 2025 ☐ 2026 ☐ 2027 ☐ 2028

Date: 10/20/2023

Subject to the terms hereof, the Customer (school) named below hereby engages Hercules Achievement, Inc. ("Company") and Company agrees, to print and bind the specified publication during the Years Covered (specified above).

School Name: Saucon Valley High School

Address: 2100 POLK VALLEY RD

City/State/Zip: HELLERTOWN, PA 18055-2406

Job Number: 16880

Specifications

Program: 800 Quick Turn Supplement

Trim Size: 8 1/2 X 11

Pages: 24

Copies: 300

Submission Method: Web (eDesign)

Cover: Self Cover w/Kleenstick

Correspond With

Name : Robert Frey

Title: Yearbook Coordinator

Address: 2100 Polk Valley Rd

City/State/Zip: Hellertown, PA 18055-2406

Phone Number:

Fax Number:

Email: robert.frey@svpanthers.org

Binding: Saddle Stitched Binding

Endsheet:

Paper: 80# Gloss Paper

Proofs: Proofing method for eDesign schools

Send Invoice To

Name : Robert Frey

Title: Yearbook Coordinator

Address: 2100 Polk Valley Rd

City/State/Zip: Hellertown, PA 18055-2406

Phone Number:

Tax Exemption Number:

Base Price: \$2,108.00

Additional Features

2 Wks without image enhancement

Included

Printing Agreement Total: \$2,108.00

Shipping Information

Requested Supplement Ship Date: June 01, 2024

Ship Book To : Robert Frey

This agreement is subject to the terms shown on the reverse side and is binding on Company and the Customer for the Years Covered, subject to such terms.

Robert Frey

Yearbook Coordinator

YEARBOOK PLANT USE

Customer Number

Date Received

Kara Sterner

Representing Company

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Company will not be liable for losses or delays as a result of strikes, accidents, acts of God, government restrictions, or any other cause beyond its control and such delays shall not constitute a breach of contract.

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Customer represents and warrants that it has all necessary rights to any materials provided to **Company** for inclusion in **Customer's** Book(s). **Customer** will not provide any materials to **Company** which are or may be in violation of any right or any third party, including copyright. **Company** does not knowingly intend to print any material which is in violation of any copyright or proprietary rights, or is tortuous or illegal. **Company** reserves the right to refuse to print or otherwise prepare for publication any material which, in its sole discretion, could result in legal liability, and such refusal shall not constitute a breach of contract. To the extent permitted by the laws of the state in which **Customer** is located (as identified herein), **Customer** agrees to indemnify, defend, and hold harmless **Company** and its agents or employees in connection with claims, suits, damages, losses, liabilities, costs and expenses, including attorney's fees resulting from or arising out of printing of any material submitted to **Company** by **Customer** or its representative.

Customer acknowledges and agrees that **Company** may use reproduction, samples or copies of **Customer's** Book(s) for educational, recognition, marketing or other promotional purposes without compensation to **Customer**. Any future sales of the Book(s) or other uses of the Book(s) may be made by **Company** in its sole discretion and without any compensation to **Customer**.

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- a) **Company** will provide **Customer** the eDesign System User Subscription Agreement and Privacy Agreement (the "eDesign Agreements");
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Initial below:

Yearbook Specialist

Yearbook Coordinator

Saucon Valley School District

Policy

Title – 006 Meetings

Section – Local Board Procedures

Adopted – August 22, 2005

Revised – April 12, 2022

Content

Purpose

Section 1. Parliamentary Authority

All Board meetings will be conducted in an orderly and business-like manner. Robert's Rules of Order, Newly Revised, including group rules, shall govern the Board in its deliberations in all cases in which it is consistent with law and/or Board procedures.

Section 2. Quorum

A quorum shall consist of a majority ~~be five (5) of the Board members~~ of the Board present ~~at a meeting~~. No business shall be transacted at a meeting without a quorum, but the ~~Board members~~ school directors present at such a meeting may adjourn to another time.

Section 3. Presiding Officer

The President shall preside at all Board meetings. In the absence, disability, or disqualification of the President, the Vice-President shall act instead. If neither person is present, a ~~Board member~~ school director shall be elected President pro tempore by a

~~plurality~~majority -of those present and voting to preside at that meeting only. Where no such majority is achieved on the first vote, a second vote shall be cast for the two (2) candidates who received the greatest number of votes. ~~The act of any person so designated shall be legal and binding.~~ [4][5][6][7]

Section 4. ~~Notice~~ Meeting Notifications

Notice of all open Board meetings, including committee meetings and ~~discussion~~work sessions, shall be given by publication of the date, place, and time of such meetings in the newspaper(s) of general circulation designated by the Board and the posting of such notice at the administrative offices of the Board.[8][9] The Board, at its discretion, may also give notice through other sources such as email notifications, websites, and phone calls

1. Notice of regular meetings shall be given by publication and posting of a schedule showing the date, place, and time of all regular meetings for the calendar year at least three (3) days prior to the time of the first regular meeting.[8][9]
2. Notice of all special meetings shall be given by publication and posting of notice at least twenty-four (24) hours prior to the time of the meeting, except that such notice shall be waived when a special meeting is called to deal with an actual emergency involving a clear and present danger to life or property.[8][9]
3. Notice of all rescheduled meetings shall be given by publication and posting of notice at least twenty-four (24) hours prior to the time of the meeting.[8][9]
4. Notice of all recessed or reconvened meetings shall be given by posting a notice of the place, date and time of meeting and sending copies of such notice to interested parties.[8]
5. Notice of all open meetings shall be given to any newspaper(s) circulating in Northampton County and any radio or television station which so requests. Notice of all open meetings shall be given to any individual who so requests and provides a stamped, addressed envelope for such notification.[9]

Notice of all special meetings and rescheduled meetings shall be given to each school director~~Board members~~ by e-mail at least no later than twenty-four (24) hours prior to the time of the meeting.[9][10]

All Board members, when unable to attend a meeting, shall, if possible, notify the Board Secretary a reasonable amount of time in advance of the meeting.

Agenda Notifications

The agenda and all relevant reports shall be provided to each school director at least three (3) days before the meeting.

If the agenda includes an item of business related to removing an officer of the Board, the agenda shall be provided to each school director at least seven (7) days before the meeting.

The district shall publicly post the agenda for all open meetings of the Board or Board committees at which deliberation or official action may take place no later than twenty-four (24) hours prior to the time of the meeting, as follows:[9]

1. On the district's website.
2. At the location of the meeting.
3. At the district's administrative office.

The posted agenda shall list each matter of agency business that will or may be the subject of deliberation or official action at the meeting.[9]

Section 5. Regular Meetings

~~Regular Board meetings shall be public and shall be held at specified places at least once every two (2) months.~~

Agenda Preparation

- a. It shall be the responsibility of the Superintendent, in cooperation with the Board President and Vice President, to prepare an agenda of the items of business to come before the Board at each regular open meeting. ~~The agenda, together with all relevant reports, shall be provided to each Board member at least three (3) days before the meeting.~~
- b. ~~The district shall post the agenda for all open Board meetings and committee meetings at which deliberation or official action may take place no later than twenty-four (24) hours before the meeting. Posting shall be made on the district's website, at the meeting location, and at the district's administrative office.~~

- c. The agenda shall include a listing of each matter the Superintendent, in collaboration with the President and Vice President, is bringing forth that will or may be a subject of deliberation or official action before the Board at the meeting.
- d. The District shall make available to individuals copies of the agenda to those in attendance at the meeting ~~copies of the agenda~~.
- e. If (3) three Board Members wish to add an item to the agenda, they should contact the Superintendent in writing (7) days ~~prior to~~ before the meeting. If the item does not have the administrative recommendation, it will be added under the agenda's new/ old business portion of the agenda.

Order of Business

The order of business for regular meetings and special meetings called for general purposes shall be as follows, unless altered by the President or a majority of those present and voting:

1. Call to Order
2. Pledge of Allegiance
3. Recording of Attendance
4. Motion to Approve Agenda
5. Announcement of Executive Session
6. Approval of Minutes
7. Recognition
8. Presentation
9. Superintendent's Report
10. Courtesy of the Floor to Visitors – Agenda Items Only
11. Presentation of Bills
12. Treasurer's Report
13. Education
14. Personnel
15. Facilities
16. Finance
17. Updates
18. New Business
19. Old Business
20. Citizens' Inquiries and Comments
21. Announcements
22. Adjournment

Changes-Additions to the Agenda

~~The agenda may only be modified by majority vote of the Board members present, and in accordance with law.~~

The Board may deliberate or take official action on matters not included in a posted agenda only under the following circumstances:[11]

- **Emergencies** – The matter of business relates to a real or potential emergency involving a clear and present danger to life or property.[8][11]

- **Business Arising Within Twenty-Four (24) Hours Prior to the Meeting** – The matter of business has arisen within twenty-four (24) hours prior to the meeting, is de minimis (minor) in nature, and does not involve the expenditure of funds or entering into a contract or agreement.[11]

- **Business Raised by Residents or Taxpayers During the Meeting** – When a matter of Board business is raised by a resident or taxpayer during a meeting:[11][12]

-

1. The Board may take official action to refer the matter to staff, if applicable, to conduct research and include on a future Board meeting agenda; or

2. If the matter is de minimis (minor) in nature and does not involve the expenditure of funds or entering into a contract or agreement, the Board may take official action on the matter.

- **Majority Vote** – During a meeting, the Board may add a matter of business to the posted agenda by a majority vote of the school directors present and voting. The reason for adding an item to the posted agenda must be announced at the meeting before conducting the vote. Once announced and approved by majority vote, the Board may take official action on the item of business. The agenda shall be amended to reflect the new item of business and the amended agenda shall be posted to the district's website and at the administrative office no later than the first business day following the meeting at which the agenda was amended. The unanimous consent procedure may not be used in place of majority vote for this purpose.[11]

- The public posting of agenda requirements and rules for adding items to a posted agenda apply to both regular and special open meetings of the Board. These requirements and rules do not apply to:[9][11][13]

-

1. Conference sessions.

2. Executive sessions.

Regular Meetings

Regular Board meetings shall be public and shall be held at specified places at least once every two (2) months.

Section 6. Special Meetings

Special meetings shall be public and may be called for special or general purposes and shall be open except when conducted as an executive session for purposes authorized by law.~~[2][5][10][15]~~ No business shall be transacted at any special meeting except that named in the call sent to school directors for such special meeting.

The President may call a special meeting at any time and shall call a special meeting upon presentation of the written requests of three (3) ~~Board members~~ school directors. Upon the President's failure or refusal to call a special meeting, such meeting may be called at any time by a majority of the ~~Board members~~ school directors.

Section 7. ~~Hearing Of The Public~~ Public Participation

A member of the public present at a Board meeting may address the Board in accordance with law and Board policy and procedures for a maximum of five (5) minutes or a time limit at the discretion of the presiding officer.

Section 8. Voting

All motions shall require for adoption a majority vote of those ~~Board members~~ school directors present and voting, except as provided by statute or Board procedures.

~~Special Voting Requirements -~~

~~*Indicates actions for which the minutes must reflect how each school director voted.~~

All votes on motions and resolutions shall be by voice vote unless an oral roll call vote is requested by the President or another school director.

1. The following Actions requiring the unanimous affirmative vote of all members of the Board remaining in office:

- a) Appointing as Board Secretary a former school director who has resigned before the expiration of the term from which the director was elected. [*\[16\]\[17\]](#)
 - b) Appointing as Solicitor a former school director who has resigned before the expiration of the term from which the director was elected. [*\[16\]\[17\]](#)
2. ~~The following actions require the recorded affirmative votes of two-thirds of the full membership of the Board:~~
- a) ~~Transferring, during the first three (3) months of the fiscal year, budgeted funds set apart or appropriated to a particular item of expenditure.~~
[*\[17\]\[18\]\[19\]](#)
 - b) ~~Adding or increasing appropriations to meet an emergency or catastrophe.~~
[*\[17\]\[19\]](#)
 - ~~a) —~~
 - ~~b) — Transferring any unencumbered balance, or portion thereof, from one appropriation to another, or from one spending agency to another.~~
 - c) Incurring a temporary debt or borrowing money upon such obligation.
[*\[17\]\[19\]\[22\]](#)
 - d) ~~To hire~~ as a teacher a former school director who resigned before the expiration of the term for which the director was elected. [*\[16\]\[17\]](#)
 - e) ~~To convey~~ land or buildings to certain charities or other public agencies, as permitted by law, without following prescribed valuation procedures or with more favorable financing. [*\[17\]\[20\]](#)
 - f) To dismiss, after a hearing, a tenured professional employee. [*\[17\]\[23\]](#)
 - g) ~~To borrow in anticipation of current revenue.~~ [*\[17\]\[24\]](#)
 - g)h) ~~Adopting or changing textbooks without the recommendation of the Superintendent.~~ [*\[17\]\[25\]](#)
3. ~~The following actions require the recorded affirmative votes of two-thirds of those voting in the presence of a quorum:~~
- a) ~~Incurring temporary debt to meet an emergency or catastrophe.~~
 - b) ~~Adopting or changing textbooks without the recommendation of the Superintendent.~~
4. The following actions require the recorded affirmative votes of a majority of the full number of Board members:
- a) Fixing the length of school term. [*\[17\]](#)
 - b) Adopting textbooks recommended by the Superintendent. [*\[17\]\[26\]](#)
 - c) Appointing the district Superintendent and Assistant Superintendent(s).
[*\[17\]\[27\]\[28\]](#)
 - d) Appointing teachers and principals. [*\[17\]](#)

- e) Adopting the annual budget.*[17][29]
- f) Appointing tax collectors and other appointees.*[17][30][31]
- g) Levying and assessing taxes.*[17][32]
- h) Purchasing, selling, or condemning land.*[17]
- i) Locating new buildings or changing the location of existing ones.*[17]
- j) Creating or increasing any indebtedness.*[17]
- k) Adopting planned instruction.[17][33]
- l) Establishing additional schools or departments.*[17]
- m) Designating depositories for school funds.*[17][34][35]
- n) Authorizing the transfer of any unencumbered balance, or portion thereof, from one appropriation to another, or from one spending agency to another during the last nine (9) months of the fiscal year. *[17][19]
- o) Entering into contracts of any kind, including contracts for the purchase of fuel or any supplies where the amount involved exceeds \$100 (including items subject to bid requirements). *[17][36]
- p) Fixing salaries or compensation of officers, teachers, or other appointees of the Board.*[17]
- ~~q) Combining or reorganizing into a larger school district.~~
- ~~r)g)~~ Entering into contracts with and making appropriations to the intermediate unit for the district's proportionate share of the cost of services provided or to be provided by the intermediate unit.*[17]
- ~~s)r)~~ Dismissing, after a hearing, the Superintendent, an Assistant Superintendent, or a non-tenured employee~~teacher~~.*[17][37][38]-
- ~~t)s)~~ Adopting a corporate seal for the district.Calling a special meeting when the President has failed to do so after written request of three (3) members of the Board.[5]
- ~~u)t)~~ Determining the location and amount of any real estate required by the school district for school purposes.*[17][39]
- ~~v)u)~~ Vacating and abandoning property to which the Board has title.*[17][40]
- ~~w)~~ Determining the holidays, other than those provided by statute, to be observed by special exercises and those on which the schools shall be closed for the whole day.
- ~~x)v)~~ Removing a school director.Approving or denying a charter school application.*[44]
- ~~y)w)~~ Declaring that a vacancy exists on the Board by reason of the failure or neglect of a school director to qualify.[42]
- ~~z)x)~~ Removing an officer of the Board.Approving or denying a multiple charter school organization application.*[45]
- ~~aa)y)~~ Removing an appointee of the Board.Establishing joint schools or departments.*[46]

- ~~bb)z)~~ Adopting, amending, or repealing Board policies or procedures.[43]
~~ee)aa)~~ Appointing a school director to fill a vacancy on the Board.*[17][41]

Abstention from Voting

~~A Board member shall abstain from voting when required to pursuant to the Public Official and Employee Ethics Act and/or when a relative, as defined in the School Code, is recommended for appointment to or dismissal from a teaching position. A Board member abstaining from voting shall, prior to the vote being taken, publicly announce and disclose the nature of her/his interest and shall submit to the Board Secretary a written memorandum describing the nature of the conflict. Such memorandum shall be a public record attached to the Board minutes.~~

A school director shall be required to abstain from voting when the issue involves either one of the following:

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1. Conflict of interest under the Ethics Act.[47][48][49]

Prior to the vote being taken, the school director shall verbally disclose the nature of the conflict in public, and shall also provide the Board Secretary with a written memorandum stating the nature of the conflict, which shall be attached to the Board minutes as a public record.

Conflict of interest - use by a public official of the authority of their office or any confidential information received through holding public office for the private pecuniary benefit of the public official, a member of their immediate family or a business with which the public official or a member of their immediate family is associated. The term does not include an action having a de minimis economic impact or which affects to the same degree a class consisting of the general public or a subclass consisting of an industry, occupation or other group which includes the public official, a member of their immediate family or a business with which the public official or a member of their immediate family is associated.[47]

De minimis economic impact – an economic consequence which has an insignificant effect.[47]

Immediate family – parent, spouse, child, brother or sister.[47]

Business with which associated – any business in which the person or a member of the person's immediate family is a director, officer, owner, employee or has a financial interest.[47]

2. Relative recommended for appointment to or dismissal from a teaching position.[23][50]

Relative – father, mother, brother, sister, husband, wife, son, daughter, stepson, stepdaughter, grandchild, nephew, niece, first cousin, sister-in-law, brother-in-law,

[uncle, or aunt.](#)

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[The Board is encouraged to seek the guidance of the district solicitor or the State Ethics Commission for questions related to conflict of interest.](#)[\[48\]](#)[\[49\]](#)

Section 9. Minutes

The Board shall cause to be made and shall retain as a permanent record of the district, minutes of all open Board meetings. Said minutes shall be comprehensible and complete and shall show: [\[51\]](#)[\[52\]](#)

1. The date, place, and time of the meeting;
2. The names of Board members present;
3. The presiding officer;
4. The substance of all official actions;
5. Actions taken;
6. Recorded votes and a record by individual members of all roll call votes taken; ~~and;~~ [\[53\]](#)
7. The names of all residents who appeared officially and the subject of their subject or comment;
8. Matters added to the posted agenda upon a majority vote of the Board, including the substance of the matter, the reason for the addition to the agenda, and the recorded vote, where applicable. [\[9\]](#)[\[11\]](#)

The Board Secretary shall provide each Board member with a copy of the minutes of the last meeting no later than three (3) days prior to the next regular meeting. [\[1\]](#)

The minutes of Board meetings shall be approved at the next succeeding meeting and signed by the Board Secretary. [\[54\]](#)

Notations and any tape or audiovisual recordings shall not be the official record of an open Board meeting but may be available for public access, upon request, in accordance with Board policy. Any notations and/or audiovisual recordings of a Board meeting shall be retained and disposed of in accordance with the district's records retention schedule. [\[1\]](#)[\[55\]](#)[\[56\]](#)

Section 10. ~~Adjournment~~ Recess/Reconvene

The Board may at any time recess or ~~adjourn~~[reconvene](#) to a reconvened meeting at a specified date and place, upon the majority vote of those present. The reconvened meeting shall [immediately](#) take up its business at the point in the agenda where the motion to adjourn was acted upon. Notice of the ~~rescheduled~~ [reconvened](#) meeting shall be given as provided in Board policy. [\[8\]](#)[\[9\]](#)[\[57\]](#)

Section 11. Executive Session

The Board may hold an executive session, which is not an open meeting, before, during, at the conclusion of an open meeting, or at some other time. The presiding officer shall announce the reason for holding the executive session; the announcement can be made at the open meeting prior to or after the executive session. [\[13\]](#)[\[15\]](#)[\[58\]](#)

The Board may discuss the following matters in executive session:

1. Employment issues;
2. Labor relations;
3. Purchase or lease of real estate;
4. Consultation with an attorney or other professional advisor regarding potential litigation or identifiable complaints that may lead to litigation;
5. Matters that must be conducted in private to protect a lawful privilege or confidentiality; and
- [6.](#) School safety and security, of a nature that if conducted in public, would:[\[15\]](#)
 - [a\)](#) ~~B~~[b](#) be reasonably likely to impair the effectiveness of school safety measures; or
 - [6-b\)](#) ~~e~~[c](#) Create a reasonable likelihood of jeopardizing the safety or security of an individual or a school building, public utility, resource, infrastructure, or information storage system.

Official actions based on discussions held in executive session shall be taken at a open meeting.

Section 12. Work Sessions

The Board may meet as a Committee of the Whole in an open meeting to vote on or to discuss issues. Public notice of such meetings shall be made in accordance with Board policy. ~~.[2][57]~~

A meeting of the Committee of the Whole, not regularly scheduled, may be called at any time by the President; the President shall call such a meeting when requested to do so by ~~Board members~~ school directors. Public notice of the meeting shall be made by the Board Secretary in accordance with law and Board ~~Board Policy~~ procedures.

~~The Board Secretary shall provide notice of a meeting of the Committee of the Whole as per the notice provisions of in accordance with Board Pprocedures. [8][9][57]~~

Section 13. Committee Meetings

Standing cCommittee meetings may be called at any time by the committee chairperson, with proper public notice, or when requested to do so by majority of the members of the committee. ~~.[8][9][57]~~

A majority of the total membership of a committee shall constitute a quorum.

Unless held as an executive session, standing committee meetings shall be open to the public, other school directors ~~Board members~~, and the Superintendent. ~~.[2]~~

A majority of the committee or the chairperson may invite Board, employees, consultants or other persons who have special knowledge of the are under investigation discussion.

Legal References

~~65 Pa. C.S.A. §§ 701, 703, 705, 706, 707, 708, 709 65~~

~~Pa. C.S.A. §§ 701, et seq.~~

~~24 P.S. 2-212, 2-224, 3-324, 4-405, 4-408, 4-421, 4-422, 4-423, 4-426, 4-427, 4-428, 4-433, 5-508, 5-514, 5-518, 6-609, 6-621, 6-634, 6-671, 6-687, 7-702, 7-707, 7-708, 8-803, 10-1071, 10-1075, 10-1076, 10-1077, 10-1080, 11-1111, 11-1129, 15-1503~~

~~Board Policy~~

~~003, 004, 005, 006, 107, 108, 604, 605, 606, 610, 903~~

1. 24 P.S. 407

[2. 65 Pa. C.S.A. 701 et seq](#)
[3. 24 P.S. 422](#)
[4. 24 P.S. 405](#)
[5. 24 P.S. 426](#)
[6. 24 P.S. 427](#)
[7. 24 P.S. 428](#)
[8. 65 Pa. C.S.A. 703](#)
[9. 65 Pa. C.S.A. 709](#)
[10. 24 P.S. 423](#)
[11. 65 Pa. C.S.A. 712.1](#)
[12. Pol. 903](#)
[13. 65 Pa. C.S.A. 707](#)
[14. 24 P.S. 421](#)
[15. 24 P.S. 425](#)
[16. 24 P.S. 324](#)
[17. 24 P.S. 508](#)
[18. 24 P.S. 609](#)
[19. 24 P.S. 687](#)
[20. 24 P.S. 707](#)
[21. 24 P.S. 671](#)
[22. 24 P.S. 634](#)
[23. 24 P.S. 1129](#)
[24. 24 P.S. 640](#)
[25. 24 P.S. 803](#)
[26. Pol. 108](#)
[27. 24 P.S. 1071](#)
[28. 24 P.S. 1076](#)
[29. Pol. 604](#)
[30. Pol. 005](#)
[31. Pol. 606](#)
[32. Pol. 605](#)
[33. Pol. 107](#)

[34. 24 P.S. 621](#)
[35. Pol. 608](#)
[36. Pol. 610](#)
[37. 24 P.S. 1080](#)
[38. 24 P.S. 514](#)
[39. 24 P.S. 702](#)
[40. 24 P.S. 708](#)
[41. 24 P.S. 315](#)
[42. Pol. 004](#)
[43. Pol. 003](#)
[44. 24 P.S. 1717-A](#)
[45. 24 P.S. 1729.1-A](#)
[46. 24 P.S. 1701](#)
[47. 65 Pa. C.S.A. 1102](#)
[48. 65 Pa. C.S.A. 1103](#)
[49. Pol. 827](#)
[50. 24 P.S. 1111](#)
[51. 24 P.S. 518](#)
[52. 65 Pa. C.S.A. 706](#)
[53. 65 Pa. C.S.A. 705](#)
[54. 24 P.S. 433](#)
[55. Pol. 800](#)
[56. Pol. 801](#)
[57. Pol. 006](#)
[58. 65 Pa. C.S.A. 708](#)
[24 P.S. 224](#)
[24 P.S. 408](#)
[24 P.S. 1075](#)
[24 P.S. 1077](#)
[65 Pa. C.S.A. 1101 et seq](#)
[Pol. 612](#)

Saucon Valley School District

Policy

Title – 251 Students Experiencing Homelessness, Foster Care, and Other Educational Instability

Section – 200 Pupils

Adopted – October 11, 2022

Revised – July 25, 2023

Content

Purpose

The Board recognizes the challenges encountered by students experiencing homelessness, foster care and other educational instability. The Board is committed to facilitating the immediate enrollment, eliminating barriers to attendance, education and graduation; and providing additional supports in compliance with federal and state law, regulations and Board policy, for such students. [\[1\]\[2\]\[3\]\[4\]\[5\]\[6\]\[7\]\[8\]](#)

Authority

The Board directs the district to collaborate with school staff, other school districts, local agencies and other entities in supporting the needs of students experiencing educational instability.

The Board shall ensure that students experiencing educational instability have equal access to the same educational programs, activities and services provided to other district students. [\[1\]\[2\]\[3\]\[4\]\[5\]\[6\]\[7\]](#)

The Board authorizes the Superintendent to waive specific requirements in Board policies, procedures and administrative regulations to the extent that they create barriers for the enrollment and attendance of students experiencing educational instability. Such waivers include, but are not limited to, requirements regarding: [\[1\]\[2\]\[3\]\[4\]\[5\]\[6\]\[7\]](#)

1. Dress code. [\[9\]](#)
2. Transportation. [\[10\]](#)
3. School-sponsored or extracurricular activities for which students meet placement and qualification requirements, including, but not limited to, clubs, athletics, performing arts, class trips, social events, career and technical education, internships and specialized classes. [\[11\]\[12\]\[13\]\[14\]\[15\]\[16\]\[17\]](#)

4. Fees related to school-sponsored or extracurricular activity participation fees, and other fees including, but not limited to, school identification (badges, cards, etc.), uniforms, materials, lost or damaged items, athletic physical exams, parking or driving, food services, library, locker or padlock rental or replacement, summer school or credit recovery, technology and graduation regalia.[9][13][14][15][18][19][20][21][22]
5. Graduation.[19]
6. Registration deadlines.

It is the policy of the Board that no student shall be discriminated against, segregated or stigmatized based on their status as a student experiencing educational instability.

Definitions

Student Experiencing Educational Instability means a student who has experienced one (1) or more changes in school enrollment during a single school year due to any of the following:[4]

1. Homelessness.[1][3][7]
2. An adjudication of:[23][24]
 - a. Dependency relating to child protective services and juvenile matters;
 - b. Delinquency, if disclosed by the student's parent/guardian; or
 - c. As part of court-ordered services under a voluntary placement or custody agreement.

A student experiencing foster care may also qualify as a student experiencing educational instability as defined above, if such circumstances apply.[25]

Enroll or Enrollment means attending classes and participating fully in school activities.[26]

Additional costs means the difference between what the district spends to transport a resident student to the student's assigned school and the cost to transport a child in foster care to the child's school of origin.

Foster care means twenty-four (24) hour substitute care for children placed away from their parents or guardians and for whom the child welfare agency has placement and care responsibility. This includes, but is not limited to, placements in foster family homes,

foster homes of relatives, group homes, emergency shelters, residential facilities, child care institutions and pre-adoptive homes. A child is in foster care in accordance with this definition regardless of whether the foster care facility is licensed and payments are made by the state, tribal or local agency for the care of the child, whether adoption subsidy payments are being made prior to the finalization of an adoption or whether there is federal matching of any payments that are made.[\[25\]](#)

Homeless children and youths means individuals who lack a fixed, regular and adequate nighttime residence, and includes:[\[26\]](#)

1. Children and youths who are:
 - a. Sharing the housing of other persons due to loss of housing, economic hardship or a similar reason;
 - b. Living in motels, hotels, trailer parks or camping grounds due to lack of alternative adequate accommodations;
 - c. Living in emergency, transitional or domestic violence shelters; or
 - d. Abandoned in hospitals;
2. Children and youths who have a primary nighttime residence that is a public or private place not designed for or ordinarily used as a regular sleeping accommodation for human beings;
3. Children and youths who are living in cars, parks, public spaces, abandoned buildings, substandard housing, bus or train stations or similar settings;
4. Migratory children who qualify as homeless because they are living in circumstances described above; and
5. School-aged parents living in houses for school-aged parents if they have no other available living accommodations.

School of origin is the school in which the student experiencing educational instability was last enrolled.

- The school of origin for a *homeless child or youth* – the last-school in which the homeless child or youth was enrolled when permanently housed or the school in which the-homeless child or youth was last enrolled, including preschool.[\[27\]](#)
- The school of origin for a *child in foster care* - the school in which a child is enrolled at the time of placement in foster care. If a child's foster care placement

changes, the school of origin is the school the child is attending immediately prior to each change in placement.[\[8\]](#)

- When the homeless child or youth, or child in foster care, completes the final grade level served by the school of origin, the school of origin shall become the designated receiving school at the next grade level for all feeder schools.

Unaccompanied youth means a homeless child or youth not in the physical custody of a parent or guardian. This includes youth who have run away from home; been abandoned or forced out of home by a parent, guardian or other caretaker; or separated from a parent or guardian for any other reason.[\[26\]](#)

Delegation of Responsibility

The Board designates the Superintendent or designee to serve as the district's point of contact for students experiencing educational instability.[\[4\]\[5\]\[27\]](#)

The name and contact information of the district's point of contact shall be included in the student's education records and provided to the student's education decision maker.[\[4\]](#)

The district's point of contact shall ensure outreach and coordination with the following, as appropriate to each individual student's needs:[\[4\]\[5\]\[27\]](#)

1. Local children and youth agency to:
 - a. Establish formal mechanisms to ensure that the district is promptly notified when a child enters foster care or changes foster care placements;
 - b. Develop a protocol on how to make best interest determinations; and
 - c. Develop and coordinate transportation procedures.
2. Other local service agencies and entities that provide services to students experiencing educational instability.
3. Other school districts on issues of prompt identification, transfer of records, transportation and other inter-district activities.
4. District staff responsible for the provision of services under Section 504 of the Rehabilitation Act and the Individuals with Disabilities Education Act. [\[11\]\[28\]](#)
5. State and local housing agencies responsible for comprehensive housing affordability strategies.

The district's point of contact, in consultation with the school counselor, school social worker, home and school visitor or school psychologist and the student's Individualized Education Program (IEP) team or Section 504 Team, shall:[\[4\]](#)

1. Facilitate the student's expedited consultation with the school counselor or other mental health professionals, as appropriate.
2. Facilitate the prompt placement of the student in appropriate courses.
3. Connect the student with educational services that meet the student's specific needs.
4. Immediately request the prior school entity, county agency and the student's education decision maker to provide the complete student information and records, including an IEP or Section 504 service agreement, if applicable. Within ten (10) business days, the prior school entity located within Pennsylvania, including schools with residential placements, shall provide the requested information and records to ensure proper transfer of course credits, grades and an IEP or Section 504 service agreement, if applicable.
5. Develop and execute a graduation plan in collaboration with the student in grades nine (9) through twelve (12). The graduation plan shall be customized to meet the specific needs of the student and shall detail the courses necessary for on-time graduation and transition to postsecondary education or the workforce. The graduation plan shall be included in the student's education records.

Additional Responsibilities to Support Homeless Students -

The district's point of contact shall ensure that public notice of the educational rights of homeless children and youths is disseminated in locations frequented by parents/guardians of homeless children and youths, and unaccompanied youths, including schools, shelters, public libraries and soup kitchens. Such notice shall be provided in a manner and form understandable to the parents/guardians of homeless children and youths, and unaccompanied youths.[\[27\]](#)

The district's point of contact shall provide reliable, valid and comprehensive data to the Coordinator of Pennsylvania's Education for Children and Youth Experiencing Homelessness (ECYEH) Program in accordance with federal and state laws and regulations.[\[27\]](#)

Training

The district's point of contact shall provide professional development and training to school staff on the education needs of students experiencing educational instability.

Additional Training to Support Homeless Students -

The district's point of contact shall participate in professional development programs and other technical assistance activities offered by the Coordinator of Pennsylvania's Education for Children and Youth Experiencing Homelessness Program.[\[27\]](#)

The district's point of contact shall arrange professional development programs for school staff, including office staff.[\[27\]](#)

School personnel providing services to homeless children and youths, including school enrollment staff, shall receive professional development and support to:[\[27\]](#)

1. Improve identification of homeless children and youths and unaccompanied youths;
2. Understand the rights of such children, including requirements for immediate enrollment and transportation; and
3. Heighten the awareness of, and capacity to respond to, the educational needs of such children.

Guidelines

Students enrolled in this district experiencing educational instability shall be provided support and services, as appropriate to each individual student's needs, in accordance with Board policy.[\[4\]](#)

Minimal documentation shall be required for a student experiencing educational instability to qualify for supports and services. Information used to determine that a student is experiencing educational instability may be confirmed verbally, in writing or by another manner by shelter providers, outreach workers, case managers, juvenile probation officers and others.

Parents/Guardians and students have the authority to determine what information shall be shared with the district.

Information related to the student's educational instability status shall be confidential and disclosed by the point of contact or other administrators only to other school staff who have a legitimate need to know unless authorized by the student or parent/guardian. [\[29\]](#)[\[30\]](#)

Enrollment

Except when an unaccompanied youth or the parents/guardians of a homeless youth request otherwise, it shall be presumed that a student experiencing educational instability shall continue to be enrolled in their school of origin unless it is determined that it is not in the student's best interest to remain in the school of origin.[\[5\]](#)[\[27\]](#)

In accordance with the homeless child's or youth's best interest, the district shall continue to enroll a homeless student in the student's school of origin within the district while the student remains homeless and through the end of the academic year in which the student obtains permanent housing.[\[27\]](#)

An unaccompanied youth or the parents/guardians of a homeless student may request enrollment in any grade-appropriate school within the district regardless of the district attendance area where the student is actually living or a school of origin in another district.[\[27\]](#)

The district's **point of contact** shall assist an unaccompanied youth in placement or enrollment decisions, giving priority to the views of the student in determining where the student will be enrolled.[\[27\]](#)

Best Interest Determination -

The best interest determination shall be made in accordance with federal and state laws and regulations, court orders and established local procedures.

In making a best interest determination, the district shall:[\[5\]](#)[\[27\]](#)

1. In the case of a homeless child or unaccompanied youth, give priority to the request of the parent/guardian or unaccompanied youth.
2. Consider student-centered factors related to impact of mobility on achievement, education, appropriateness of the current educational setting, health and safety, and proximity to living arrangements including foster care placement.

The cost of transportation shall not be used as a factor in the best interest determination.

Documentation related to the best interest determination shall be maintained in the student's education record. [\[29\]](#)[\[30\]](#)

Timeliness of Enrollment -

When a school receives a student experiencing educational instability, the school shall immediately enroll the student and begin instruction, even if:[\[4\]](#)[\[5\]](#)[\[7\]](#)[\[29\]](#)[\[30\]](#)[\[31\]](#)[\[32\]](#)[\[33\]](#)[\[34\]](#)[\[35\]](#)

1. The student is unable to produce records normally required for enrollment.[\[27\]](#)[\[31\]](#)
2. The application or enrollment deadline has passed.[\[27\]](#)[\[31\]](#)[\[32\]](#)

The district's point of contact shall immediately contact the school last attended by the student to obtain relevant academic or other records.[\[27\]](#)

The district may require a parent/guardian to submit contact information.

Grade Level Assignment -

If the district is unable to determine the student's grade level due to missing or incomplete records, the district may administer tests or utilize appropriate means to determine the student's assignment within the school.[\[36\]](#)

Dispute Resolution

If a dispute involving a student experiencing educational instability arises, the concern shall be addressed and/or resolved at the lowest appropriate level in accordance with Board policy, unless otherwise stated below. [\[37\]](#)

Dispute Resolution for Homeless Students -

If the district determines that it is not in the student's best interest to attend the school of origin or the school requested by the unaccompanied youth or parent/guardian, the district shall provide the unaccompanied youth or parent/guardian with a written explanation of the reasons for its determination. The explanation shall be in a manner and form understandable to the unaccompanied youth or parent/guardian and shall include information regarding the right to appeal.[\[27\]](#)

If a dispute arises over eligibility, enrollment or school selection:[\[27\]](#)

1. The parent/guardian or unaccompanied youth shall be referred to the district's point of contact, who shall assist in the dispute resolution process.
2. The student shall be immediately enrolled in the school in which enrollment is sought, pending final resolution of the dispute, including all available appeals.
3. The district's point of contact shall issue a written decision of the dispute within twenty (20) business days of being notified of the dispute.

A parent/guardian or unaccompanied youth may ~~appeal a district's written decision or~~ file a complaint with the Coordinator of Pennsylvania's Education for Children and Youth Experiencing Homelessness Program.

Dispute Resolution for Students in Foster Care -

If a dispute arises over the appropriate school placement for a child in foster care, to the extent feasible and appropriate, the child shall remain in their school of origin, pending resolution of the dispute.[\[2\]](#)[\[38\]](#)

Students Discharged From Foster Care

A student who has been discharged from foster care may be permitted to finish the school year in this district, if appropriate, without payment of tuition.

Education Records

Information about a student's educational instability shall be treated as a student education record subject to the protections of the Family Educational Rights and Privacy Act (FERPA), and shall not be deemed to be directory information.[\[29\]](#)[\[30\]](#)[\[39\]](#)

The district may disclose personally identifiable information from the education records of a student without written consent of the parent/guardian or the eligible student if the disclosure is:[\[29\]](#)[\[30\]](#)[\[39\]](#)

1. To comply with a court order authorizing the disclosure of education records in a case where a parent is a party to a proceeding involving child abuse or neglect or a dependency matter.
2. To an agency caseworker or other representative of a state or local child welfare agency, or tribal organization, who has the right to access a student's case plan, as defined and determined by the state or tribal organization, when such agency or organization is legally responsible, in accordance with state or tribal law, for the care and protection of the student, provided that the education records, or the personally identifiable information contained in such records, of the student will not be disclosed by such agency or organization, except to an individual or entity engaged in addressing the student's education needs and authorized by such agency or organization to receive such disclosure and such disclosure is consistent with the state or tribal laws applicable to protecting the confidentiality of a student's education records.

Comparable Services

Students experiencing educational instability shall be provided services comparable to those offered to other district students including, but not limited to:[\[3\]](#)[\[27\]](#)[\[40\]](#)

1. Transportation services. [10]
2. School nutrition programs. [21]
3. Career and technical education. [12]
4. Educational programs for which the student meets the eligibility criteria, such as:
 - a. Services provided under Title I or similar state or local programs. [41]
 - b. Programs for English Learners. [42]
 - c. Programs for students with disabilities. [11]
 - d. Programs for gifted and talented students. [16]

Transportation for Homeless Students -

The district shall provide transportation for homeless students to their school of origin or the school they choose to attend within the district.[\[3\]](#)[\[10\]](#)[\[27\]](#)

If the school of origin is outside district boundaries or homeless students live in another district but will attend their school of origin in this district, the school districts shall agree upon a method to apportion the responsibility and costs of the transportation.[\[27\]](#)

Transportation for Students in Foster Care –

The district shall ensure that children in foster care needing transportation to their school of origin promptly receive transportation in a cost-effective manner.[\[6\]](#)[\[10\]](#)

To ensure that transportation for children in foster care to their school of origin is provided, arranged, and funded, the district shall collaborate with the local children and youth agency to develop a local transportation plan.[\[6\]](#)

The transportation plan shall address the following:[\[6\]](#)

1. The procedure the district and local children and youth agency will follow to provide transportation for children in foster care in a cost-effective manner and in accordance with applicable law.[\[8\]](#)
2. How transportation costs will be covered if additional costs are incurred. Options include:
 - a. The local children and youth agency agrees to reimburse the district;
 - b. The district agrees to pay for the cost;[\[6\]](#)

- c. The district and the local children and youth agency agree to share the costs; or
 - d. The district of origin, the district of foster residence, and the placing children and youth agency agree to share the costs.
- 3. Dispute resolution procedures to ensure that any disagreements regarding the cost of transportation are resolved promptly and fairly, and do not impact a student's ability to remain in the school of origin during the dispute resolution process.

The district shall submit the local transportation plan, including any updates or revisions, to the Pennsylvania Department of Education.

Transportation shall be provided to children in foster care in accordance with the local transportation plan regardless of whether transportation is provided to district students.

Course Credit and Graduation

The district shall ensure that each student experiencing educational instability in grades nine (9) through twelve (12) is provided with a graduation plan to facilitate the student's timely graduation. The graduation plan shall specify the courses and other requirements necessary for the student to graduate. The district's efforts to ensure that the student experiencing educational instability graduates in a timely manner may include:[\[4\]](#)[\[5\]](#)[\[6\]](#)

- 1. Waiving a specific course required for graduation if similar coursework has been satisfactorily completed in another school entity or the student has demonstrated competency in that content area. Evidence as to whether coursework has been satisfactorily completed and the amount of full or partial credit assigned, may be determined through any of the following:[\[4\]](#)[\[19\]](#)
 - a. Competency demonstration, which could include, but is not limited to:
 - i. Submission of an essay, presentation or project.
 - ii. Recognition that the student has already successfully completed a higher-level course, an experiential learning opportunity or internship that demonstrates competence in the content area.
 - b. Performance on an examination.
 - c. Successful completion of a career and technical education course.
 - d. Other evidence or method determined appropriate by the district.

2. If a specific course requirement cannot be waived, the district shall provide an alternative or modified course of study that is currently offered to students and that will assist the student with acquiring the required work or competency requirements by the anticipated graduation date.
3. If, after considering full and partial course credits, waiving courses or providing alternative courses of study, the district determines that the student meets the established graduation requirements, the student shall be allowed to participate in the graduation ceremony and graduate with their peers.

If the student is determined not eligible for graduation, the district may request a high school diploma from the prior school entity. The prior school entity may issue a diploma if the student meets the prior school entity's graduation requirements.

Keystone Diploma –

In any school year for which demonstration of proficiency on a Keystone exam is required for graduation, a student who has successfully satisfied the graduation requirements may obtain a secondary school diploma known as the Keystone Diploma from the PA Department of Education, if both of the following provisions apply: [\[4\]\[43\]](#)

1. All other graduation options have been exhausted.
2. The student is unable to obtain a diploma from the student's prior or receiving school entity.

The district's point of contact shall assist the student in determining the student's eligibility for a Keystone Diploma and, if eligible, obtaining the Keystone Diploma from the PA Department of Education. [\[4\]\[43\]](#)

Students with Disabilities –

Students experiencing educational instability who have an IEP shall maintain the right to special education and the right to graduate either through attainment of credits or through the completion of the goals established in their IEP. [\[11\]\[19\]](#)

~~Students with an IEP may elect to remain in school until age twenty-one (21) even if the district determines there is an earlier pathway to graduation. Such students may participate in the graduation ceremony with their current graduating class, even if the student elected to remain in school. [\[19\]](#)~~

Legal References

1. 22 PA Code 11.18
2. 24 P.S. 1305
3. 24 P.S. 1306
4. 24 P.S. 1331.1
5. 20 U.S.C. 6311
6. 20 U.S.C. 6312
7. 42 U.S.C. 11431 et seq
8. 42 U.S.C. 675
9. Pol. 221
10. Pol. 810
11. Pol. 113
12. Pol. 115
13. Pol. 121
14. Pol. 122
15. Pol. 123
16. Pol. 114
17. Pol. 231
18. Pol. 124
19. Pol. 217
20. Pol. 223
21. Pol. 808
22. Pol. 110
23. 23 Pa. C.S.A. 6301 et seq
24. 42 Pa. C.S.A. 6301 et seq
25. 45 CFR 1355.20
26. 42 U.S.C. 11434a
27. 42 U.S.C. 11432
28. Pol. 103.1
29. Pol. 113.4
30. Pol. 216
31. Pol. 200
32. Pol. 201
33. Pol. 203
34. Pol. 204
35. Pol. 209
36. Pol. 206

37. Pol. 906
38. Pol. 202
39. 20 U.S.C. 1232g
40. Pol. 146
41. Pol. 918
42. Pol. 138
43. 24 P.S. 121
20 U.S.C. 6301 et seq
22 PA Code 403.1
34 CFR Part 99
67 Fed. Reg. 10698
PA Education for Homeless Children and Youth State Plan
Basic Education Circular, August 1, 2022: Act 1 of 2022 - Assisting Students
Experiencing Education Instability
Ensuring Educational Stability for Foster Care Youth - Transportation Plan Guide

Saucon Valley School District

Policy

Title – 216.1 Supplemental Discipline Records

Section – 200 Pupils

Adopted – October 27, 2009

Revised –

Content

Authority

The school district shall maintain required records concerning **students** adjudicated **delinquent** and transfer students disciplined for offenses involving weapons, alcohol, drugs and violence on, **or within 1,500 feet of**, school property. [\[1\]](#)[\[2\]](#)[\[3\]](#)[\[4\]](#)[\[5\]](#)

Guidelines

Records/Information Regarding Students Who Have Been Adjudicated Delinquent

The building principal or designee shall receive from the court, through the juvenile probation department ~~office~~, information concerning the adjudication of an enrolled student. **The information may** ~~Such report shall include,~~ **but not be limited to, the name and address of the student**, a description of ~~the~~ delinquent acts committed by the student **and the** disposition of the case. **If the student is adjudicated delinquent of a felony offense, the building principal or designee may receive additional information, including but not limited to juvenile** probation or treatment reports **pertaining to the adjudication**, prior delinquent history **and** the supervision plan. **Other information may be provided as** deemed necessary **by the juvenile probation office unless restricted by a court order or other applicable law or regulation.** [\[4\]](#)[\[5\]](#)

Upon receipt, the building principal or designee shall send a written acknowledgement to the juvenile probation office of the receipt of the information, including acknowledgement of the requirements and restrictions of the district regarding such information. [\[5\]](#)

The building principal ~~must~~ **or designee shall** share this information with the student's teacher and the principal of another school to which the student may transfer. **The**

information shall be used for the limited purposes of protecting school personnel and students, and arranging for appropriate counseling and education for the student.[\[4\]](#)[\[5\]](#)

The information may be used for school disciplinary decisions only if: the student was under the supervision of the Board at the time of the incident; the act(s) took place within 1,500 feet of school property; and the school has complied with all other statutory, regulatory and constitutional provisions relative to the imposition of school discipline.[\[4\]](#)[\[5\]](#)[\[6\]](#)[\[7\]](#)[\[8\]](#)[\[9\]](#)

The information received from the juvenile probation office ~~Required reports~~ concerning an adjudicated student shall be maintained separately from the student's official school record.[\[4\]](#)[\[5\]](#)

Records Regarding Student Enrollment - Sworn Statement or Affirmation Related to Disciplinary Exclusions

Upon registration and prior to admission to the school district, the parent/guardian or person having charge of the student shall provide a **signed** sworn statement or affirmation stating whether the student previously was or presently is suspended or expelled from any public or private school for an offense involving weapons, alcohol or drugs; willful infliction of injury to another person; **sexual assault**; or any act of violence committed on school property. The statement shall include the dates of suspension or expulsion and the name of the school from which the student was suspended or expelled for these reasons.[\[1\]](#)[\[8\]](#)[\[10\]](#)[\[11\]](#)

The sworn statement or affirmation shall include the signature of the parent/guardian or person having charge of the student and ~~they~~ ~~Parents/Guardians~~ shall be informed that any willful false statements concerning this registration shall be a misdemeanor of the third degree.[\[1\]](#)

This registration statement shall be maintained as part of the student's disciplinary record.

Transfer of Disciplinary Records

Transfer Into the District -

When a student transfers to a district school from another school district, a nonpublic school, or other school within this district, the district shall ~~obtain~~ **request** a certified copy of the student's disciplinary record from the school from which the student is transferring. The sending school shall have ten (10) days from receipt of the request to provide the disciplinary record. This record shall be maintained as part of the student's disciplinary record and shall be available for inspection as required by law **and Board policy**.[\[2\]](#)[\[12\]](#)

Transfer From the District -

When a student transfers from a district school to another school district, a nonpublic school or other school within the district, the district shall transmit a certified copy of the student's disciplinary record within ten (10) days of receiving the request from the school to which the student has transferred. **A copy of the notice initially provided by the juvenile probation office to the district shall also be provided to the school to which the student has transferred.**[\[5\]](#)

The building principal or designee shall maintain a log of all individuals from other school districts to whom this information is subsequently provided, and shall inform the juvenile probation office upon providing this information to officials from other schools outside the district.[\[5\]](#)

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Legal References

1. 24 P.S. 1304-A

2. 24 P.S. 1305-A

3. 24 P.S. 1307-A

4. 42 Pa. C.S.A. 6341

5. 237 PA Code Rule 163

6. Pol. 113.1

7. Pol. 218

8. Pol. 218.3

9. Pol. 233

10. 24 P.S. 1318.1

11. Pol. 200

12. Pol. 216

20 U.S.C. 1232g

20 U.S.C. 7118

Pol. 113.4